

CONTRACT HARVEST SORT SCHEDULE							
Region	Northeast						
Sale name	Chattawood F I Sorts						
Sort #	Sort	Sort Specifications	Species	Estimated MBF	Volume Tons	Delivered Value	Unit (\$/MBF or \$/Ton)
1	Saw Log	6"+ dib	Ponderosa pine	306	1,561		TON
	Sort Total			306	1,561		
2	Hew	4" - 7" dib	Douglas Fir/Larch Lodgepole pine	536	2,787		TON
	Sort Total			536	2,787		
3	Saw Log	8"+ dib	Douglas Fir/Larch	82	500		TON
	Sort Total			82	500		
4	Utility	4"+ dib	Douglas Fir/Larch Lodgepole pine	43	387		TON
	Sort Total			43	387		
Sale Total				967	5,235		

**Contract Harvesting
Statement of Qualifications For
Chattawood FI Contract Harvest Timber Sale**

This form must be completely filled out and signed by submittor to qualify for evaluation

SECTION 1. GENERAL INFORMATION

Submittor Name	
Company Name	
Company Owner Name	
Company Mailing Address (<i>Street, City, State, Zip Code</i>)	
Telephone Number(s)	Fax Number(s)
E-Mail Address	

SECTION 2. FINANCIAL INFORMATION (Mandatory to achieve eligible bidder status)

A. Provide proof of your ability to attain bonding as described in clause P-91 of the Harvesting Contract. If proof of bonding, such as a letter from bank or bonding Co. is not provided, candidate is disqualified.
B. Attach a current Business Profile Report (Credit Report dated within the last 30 days). If credit report is not provided, candidate is disqualified. (Financial information will be returned after SOQs for this project have been evaluated)
C. Attach a statement of profitability or declaration indicating your firm's profitability status for each of the previous three years. If candidate is unable to show a profit for any of the previous 3 years, candidate is disqualified.

D. Answer each of the following questions. If 'yes' to any, attach an explanation including date and circumstances.

Have you ever filed Chapter 11 Bankruptcy?

Yes ☐ No ☐

Have you defaulted on a loan or harvesting contract in the past five years?

Yes ☐ No ☐

Have you had any log liens placed upon you in the past five years?

Yes ☐ No ☐

Have you experienced any foreclosures in the past five years?

Yes ☐ No ☐

SECTION 3. EQUIPMENT AND WORK PLAN (Mandatory to achieve eligible bidder status)

SPECIAL REQUIREMENTS:

Pile all slash that accumulates within 200 feet of State highway 398, N. Deer Lake, Grouse Ck., Perry, Owens and Denison-Chattaroy Roads. Piles will be dirt free and no piles smaller than 15'x15'x4' high.

Contact and work with Power Company to safely Harvest Unit 6, which has both overhead power lines and a gas line within the boundaries.

This project will require the harvest and delivery of a large amount of timber in a relatively short operating window. It is imperative that the successful harvester has the ability and resources available to complete this project within the anticipated work schedule as described earlier in this RFSOQ.

SECTION 3A: Statement of Available Resources and Work Plan

Attach a written '*Statement of Available Resources and Work Plan*' that describes the resources you have at your disposal and demonstrates that you have the ability to complete the project within the estimated project schedule. Your statement must provide a time-line indicating your estimated rate of log deliveries to the state's designated log purchaser locations. Your written statement must also describe your plan to achieve any special work requirements mentioned above.

SECTION 3B: Equipment List

List in the form below all equipment available for use on this harvesting contract including road building machinery and subcontractor equipment.

The evaluation committee will use this information to determine whether the Harvester has the needed equipment and capacity to complete the required work. If Harvester has not listed the required equipment and provided a written statement describing the harvester's capabilities to complete this project within the estimated project schedule, it will be determined that they are unable to do the work and will be **disqualified** from further consideration, unless an adequate

equipment substitution, as determined by the State, is provided.

EQUIPMENT LIST

*** Asterisks and bolded text *** indicate required equipment

Function	Make, Model and Number of Pieces of Equipment
Communications	
Compactor	
De-limber(s)	
Dozer(s)	
Dump Truck(s)	
Feller Buncher(s)	
Fire Truck(s)	
Forwarder(s)	
Frontend Loader(s)	
Grader(s)	
Grapple Cat(s)	
Grinder/Chipper	
Hand Fallers	
Harvester(s)	
Helicopter(s)	
Highlead Cable Yarder(s)	
Locking Carriage(s)	
Log Truck(s)	
Lowboy/Flatbed Trailer(s)	
Motorized Carriage(s)	
Processor (s), (Cut to length)	
Rock Drill	
Rock Crusher	
Rubber Tired Skidder(s)	

Self Loader(s)	
Shovel/Excavator(s)	
Skidder(s)-Line Yarding Capability	
Skyline Yarder(s)	
Tracked Skidder(s)	
Other Equipment	

SECTION 4. EXPERIENCE

SECTION 4A. BUSINESS EXPERIENCE UNIQUE TO EACH HARVEST TYPE

*** Asterisks and bolded text *** indicate project required harvest types

Total number of years in the timber harvesting business?

Harvest Type	Total Years Experience	Harvest Type	Total Years Experience
Ground Based Clearcutting		Multi-span Cable	
Ground Based Thinning/Partial Cutting		Pole Harvest	
Cable Clearcutting		Aerial Clearcutting or Thinning (Helicopter or Balloon)	
Cable Thinning/Partial Cutting			

SECTION 4B. CONTRACTING EXPERIENCE OTHER THAN DNR [federal, state (non-DNR), county, city, private, etc.]

(Non-DNR experience)

Firm or Government Agency	Number of Sales/Duties Performed
Federal	
State (other than DNR)	
County	
City	
Tribal	
Private	
Other	

SECTION 4C. DEPARTMENT OF NATURAL RESOURCES EXPERIENCE

List the DNR sales in which you have performed harvest activities and what those activities were.

Name of DNR Sale	Harvest Activity Performed

SECTION 5. USE OF SUBCONTRACTORS

If subcontractors will be used to perform any operations required in the Harvesting Contract list the function, Subcontractor name and years of experience performing the function.

Operation (i.e., road building, falling, hauling, etc.)	Subcontractor Name (List the name of the Company or Person expected to perform the work)	Total Years of Experience

SECTION 6. SAFETY & REGULATORY COMPLIANCE

A. List any L&I violations you or your subcontractors have had within the past 24 months including date, type of violation, citation number and penalty. Information provided will be verified with the Department of Labor and Industries.

B. List any Forest Practices violations you or your subcontractors have had within the last 24 months including date, type of violation, citation number and penalty. Information provided will be verified with the Department of Natural Resources.

SECTION 7. REFERENCES

Please list the following references including individual name, company name, addresses and phone numbers. Information must be current and valid. (References must be available within 1 week of SOQ deadline date)

At least three of the listed references will be contacted.

1. The last three firms or agencies that contracted with you:

a.
b.
c.

2. Three firms you have manufactured logs for:

a.
b.
c.

3. Last three DNR contract administrators you have worked for:

a.
b.
c.

SECTION 8. LOGGING ASSOCIATIONS

List organizations your company maintains membership with, accreditations and/or certifications.

I certify that information contained in this Statement of Qualifications and the attachments are true and correct. I also understand that all information is subject to public disclosure as defined by RCW 42.17.250 to 42.17.340 “Public Records.”

Signature of Authorized Representative

Date

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Estimated Project Schedule

The following dates represent project timeline estimates. This schedule is a guide and may be adjusted to account for holidays and weekends and to accommodate staff schedules. Harvester Selection should be completed prior to BNR approval of the sale.

Chattawood FI

Harvester Selection	Advertise RFSOQ	1/10/06
	Issue RFSOQ Packets	1/25/06
	Harvester Meeting	1/26/06
	Deadline for completed SOQs'	2/10/06
	Evaluation of SOQs'	2/13/06
	Announcement of Eligible bidders	
	Issue Bid Forms	
	Eligible Bidder selection appeal period begins	
	Eligible Bidder selection appeal period ends	2/24/06
	Deadline for bid submission	3/6/06
	Bid Opening & Notification	3/7/06 This date must be 3 months before log sort auction date for appraisal purposes.
	Harvesting selection appeal period begins	
	Harvesting selection appeal period ends	3/16/06
Auction & Operations	BNR Approval	5/2/06
	Log Sort Auction Date	6/20/06
	Confirmation of Log Sort Auction and Harvester Services Contract Signing	6/30/06
	Log Purchaser Contract Signing	7/7/06
	Begin Operations	7/12/06
	Complete Operations	12/30/06

Bold texts are anchor dates or pre-determined dates



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

**REQUEST FOR STATEMENT OF QUALIFICATIONS
RFSOQ NO. 30-077950**

PROJECT TITLE: **Chattawood FI**

STATEMENT OF QUALIFICATIONS DUE DATE: **February 10, 2006**

EXPECTED TIME PERIOD FOR CONTRACT: **7/7/06 through 12/30/06**

CONTRACTOR ELIGIBILITY: This procurement is open to those contractors who satisfy the minimum qualifications and who are available for work in Washington State.

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SECTION 1 INTRODUCTION

1.01 Project Summary

The Washington State Department of Natural Resources, (DNR) solicits Statements of Qualifications from firms interested in participating on a project described below:

Defined in the Harvesting Services Contract. The selected harvester will be expected to access, cut, yard, load and haul logs from the **Chattawood FI CH** Timber Sale to specified delivery points. The Purchaser's of the log sorts will specify delivery points.

1.02 Purpose and Background

This Request for Statement of Qualifications seeks responses from qualified harvesters, logging firms, operators of logging equipment or any firms, businesses or individuals who would be interested in contract harvesting approximately **5,235 tons** of timber in **6** unit(s) for the Department of Natural Resources in the **Northeast** Region.

1.03 Minimum Qualifications

Candidate Harvesters must be licensed to do business in the State of Washington. Candidate Harvesters must have **10** years experience in **timber harvest and forest road construction**. Candidate Harvesters must be capable of performing the work and meet the requirements outlined in the attached Harvesting Services Contract and Road Plan.

Candidate Harvesters must participate in a two-part process to bid on the work defined by the Harvesting Contract (Attachment A) and Road Plan (Attachment B). First, a Statement of Qualifications must be submitted. The Statement will be evaluated by the State using the criteria set forth in Section 4 and a list of Eligible Bidders will be formed. Second, Eligible Bidders will be requested to submit a bid for the Harvesting Services Contract. The State will award the contract to the eligible bidder who submitted the lowest bid.

Proposals from Candidate Harvesters who do not meet these minimum qualifications shall be rejected.

1.04 Contract Term

The period of performance of the Harvesting Service Contract resulting from this Request for Statement of Qualifications (RFSOQ) and subsequent bidding process is tentatively scheduled for **7/7/06** to **12/30/06**. Any amendments extending the period of performance shall be at DNR's sole discretion.

1.05 Payment for Work

Payment will be calculated using:

- The Contracted Harvester's bid rate per ton
- An additional haul rate of **\$2.10** per ton base rate plus **\$0.11** per ton per A mile and **\$0.13** per ton per B\C mile to the Purchaser's designated delivery point
- An additional road construction rate for road construction, reconstruction and road abandonment as indicated in the Harvesting Services Contract. (P-027)

1.06 RFSOQ Definitions

Definitions of terms used in this Request for Statement of Qualifications.

Contractor / Harvester - Individual or company selected to harvest and haul logs for the State. Harvester may also be required to perform roadwork as required in the Harvesting Services Contract and Road Plan.

DNR - The State of Washington, Department of Natural Resources.

Eligible Bidder - Candidate Harvester who's Statement of Qualifications has scored a pre-determined minimum point total (as determined by the DNR). Only eligible bidders are requested to submit a bid for the work outlined in the Harvesting Services Contract.

Harvesting Services Contract - the agreement between the State and a Harvester that defines the work to be done by the Harvester. The Harvester and the State sign this contract after the timber sale auction where the Purchaser's of the log sorts has been determined.

Purchaser - Person or Company that has purchased logs to be delivered by the Harvester of a Contract Harvesting Sale. A Contract Harvesting sale usually has numerous Purchasers.

Request for Statement of Qualifications (RFSOQ) - A formal procurement process. The objective is to select the firms qualified to bid for the right to perform the work defined in the RFSOQ.

Request for Statement of Qualifications Coordinator - DNR employee who oversees the Harvester Selection Process and serves as the main point of contact between the DNR and Candidate Harvesters. The Coordinator may delegate some of the duties, but is responsible for ensuring the process is properly followed and documented.

Statement of Qualifications (SOQ) – Document to be filled out by Candidate Harvesters and submitted to the DNR. Lists the Candidate Harvesters experience, qualifications, background information and references. Used by an evaluation team to determine which Candidate Harvesters are qualified to bid for the right to perform the harvesting project.

SECTION 2 GENERAL INFORMATION FOR HARVESTERS

2.01 RFSOQ Coordinator

The RFSOQ Coordinator is the sole point of contact in the DNR for this eligible bidder selection process. All communication between the Candidate Harvester and the DNR shall be with the RFSOQ Coordinator.

RFSOQ Coordinator	Bob McKellar
Address	P.O. Box 190
City, State, Zip Code	Colville, WA 99114
Phone Number	(509) 684-7474
Fax Number	(509) 68407484
E-Mail Address	Robert.mckellar@wadnr.gov

2.02 Estimated Project Schedule

As defined in the Project Schedule (**See Exhibit A**)

The DNR reserves the right to revise this schedule.

2.03 Harvester Meeting

DNR recommends that Candidate Harvesters who intend to submit a SOQ attend the Harvester meeting. This meeting will be held on **January 26 at 10:30**, in **Colville Armory**. (Next door to the Northeast Region Office) Attendance is not mandatory.

DNR will send a copy of the questions and answers from the Harvester meeting to each Candidate Harvester who received a copy of the RFSOQ. Written questions may be submitted in advance of the meeting to the RFSOQ Coordinator. The DNR shall be bound only to written answers to questions. Oral responses given at the Harvester meeting are unofficial.

OR (**Select one only**)

2.03 Pre-SOQ Candidate Harvester Questions

Candidate Harvesters may mail, FAX, or E-mail questions about the RFSOQ to the RFSOQ Coordinator. The RFSOQ Coordinator will accept questions until **4:30, February 10, 2006**. Questions received after this date and time will not be answered unless the RFSOQ Coordinator decides that it is in the DNR's best interests to answer them. A copy of the question(s) received, along with the DNR's official answer(s), will be mailed or faxed to each Candidate Harvester who received a copy of the RFSOQ. This copy will become an addendum to the RFSOQ. The DNR shall be bound only by written answers to questions. Oral responses given on the telephone will be considered unofficial.

2.04 Submitting Statement of Qualifications

Candidate Harvesters must submit four copies of their Statement of Qualifications. One copy must have original signatures while three copies may have photocopied signatures. The SOQ, whether mailed or hand delivered, must arrive at the DNR no later than 4:30pm, local time, on **February 10, 2006**.

The SOQ is to be sent to the RFSOQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked "Attention RFSOQ Coordinator, Statement of Qualifications Enclosed, Do Not Open Until **February 13, 2006**."

Candidate Harvesters who mail SOQs should allow for normal mail delivery time to ensure timely delivery of their SOQs to the RFSOQ Coordinator. Candidate Harvesters assume the risk for the method of delivery they choose. The DNR assumes no responsibility for delays caused by a delivery service. SOQs may not be transmitted electronically.

Late SOQs will not be accepted and will be automatically disqualified from further consideration. All SOQs and any accompanying documentation become the property of the DNR and will not be returned.

2.05 Proprietary Information/Public Disclosure. Materials submitted in response to this RFSOQ become the property of the DNR.

All SOQs received shall remain confidential until the contract, if any, resulting from this RFSOQ is signed by the Commissioner of Public Lands or designated representative and the apparent successful Contractor. After signing, the proposals become public records as defined in RCW 42.17.250 to .340, Public Records.

The Candidate Harvester must clearly mark information in the proposal that the Candidate Harvester desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340. The page must be identified by printing the word 'Proprietary' on the lower right hand corner of the page and the particular portion of the page that the Candidate Harvester claims as proprietary must be clearly marked.

The DNR will consider a Candidate Harvester's request for exemption from disclosure. DNR will make a decision based on applicable laws. Marking the entire proposal exempt from disclosure will not be honored. The Candidate Harvester must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Candidate Harvester has been given an opportunity to seek a court injunction against the requested disclosure.

DNR will charge for copying and shipping, as permitted by RCW 42.17.300. No fee shall be charged for inspection of contract files. Twenty-four (24) hours notice to the RFSOQ Coordinator is required. All requests for information should be directed to the Coordinator.

2.06 Statement of Qualifications Format

The SOQ shall include:

- 1) Letter of Submittal
- 2) Completed Statement of Qualifications (SOQ) Form
- 3) All attachments incorporated by reference

2.07 Letter of Submittal

The letter must include the following, in the order given:

- 1) An itemized list of all materials and enclosures that collectively form the SOQ.

- 2) A reference to all RFSOQ amendments received by the Candidate Harvester by amendment issue date, or a statement that none were received
- 3) The Candidate Harvester may include any other topics or statements in the letter that the Candidate Harvester feels are appropriate.
- 4) The letter must be signed by an individual who has full authority to legally bind the entity submitting the SOQ to the terms and conditions of a Harvesting Services Contract; and
- 5) The letter must provide the Candidate Harvester's FAX number, address, phone number and e-mail address.

2.08 Revisions to the RFSOQ

The DNR reserves the right to revise the RFSOQ and/or to issue addenda to the RFSOQ. The published questions and answers from the Pre-proposal meeting/questions shall be an addendum to the RFSOQ.

The DNR also reserves the right to cancel or to reissue the RFSOQ in whole or in part, prior to execution of a Harvesting Services contract. If DNR finds it necessary to revise any part of the RFSOQ, addenda will be provided to all those who received the RFSOQ.

2.09 Most Favorable Terms

The State reserves the right to determine Eligible Bidders without further discussion of the Statement submitted. Therefore, the Statement should be submitted initially on the most favorable terms, which the Candidate Harvester can propose. There will be no best and final offer procedure. The State does reserve the right to contact a Candidate Harvester for clarification of its Statement.

2.10 Costs to Propose

The DNR will not be liable for any costs that the Candidate Harvester incurs in preparing a SOQ related to this RFSOQ or any other activities related to responding to this RFSOQ.

2.11 Statement of Qualifications Requirements

A Checklist of SOQ Requirements (Responsiveness) is attached as **Exhibit F**. The checklist is designed to assist the Candidate Harvester in preparing a SOQ

SECTION 3 PROJECT SCOPE OF WORK

3.01 Project Scope of Work.

As defined in the Harvesting Services Contract, Road Plan and Timber Sale Map (See **Exhibits B, C and D**).

SECTION 4 STATEMENT OF QUALIFICATIONS (SOQ)

4.01 Complete the Statement of Qualifications

Provide information requested on the attached Statement of Qualifications form (See **Exhibit E**).

SECTION 5 SOQ EVALUATION AND ELIGIBLE BIDDER DECLARATION

5.01 Evaluation Team.

DNR will designate an evaluation team to evaluate Statements of Qualifications. The evaluation team will score the Statements of Qualifications that meet the minimum requirements stated in this RFSOQ. Statements of Qualifications will be evaluated according to the requirements outlined in this RFSOQ and any addenda, which are issued.

5.02 Administrative Requirements.

The RFSOQ Coordinator will review all Statements of Qualifications to determine compliance with administrative requirements and instructions specified in the RFSOQ. Only Statements of Qualifications meeting the minimum requirements will be forwarded to the evaluation team for further review. (See **Exhibit F** for a Checklist of Proposal Requirements.)

5.03 Responsibleness.

When evaluating SOQs, the evaluation team will consider candidate Harvester's responsibleness. A Candidate Harvester is responsible if it:

- Has adequate financial resources to perform the contract, or the ability to obtain them;
- Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Has a satisfactory performance record. A Candidate Harvester shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, unless the DNR determines special standards are appropriate. Any special standards will be properly identified in this solicitation and will apply to all Candidate Harvesters. A Candidate Harvester that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the DNR determines that the circumstances were properly beyond the Candidate Harvester's control, or that the Candidate Harvester has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The DNR shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.

5.04 Information Used for Evaluation.

Evaluators will use the information in the Candidate Harvester's SOQ and information gathered from Candidate Harvester's references. No other information will be supplied to or used by the evaluation team.

5.05 Signatures

SOQs must be signed and dated by a person authorized to bind the Candidate Harvester to a contractual arrangement, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

5.06 Failure to Comply

If the Candidate Harvester fails to comply with any requirement of the RFSOQ, DNR will reject the SOQ.

5.07 Rejecting Statements of Qualifications

The DNR reserves the right at its sole discretion to reject any and all SOQs received without penalty and not to issue a contract from this RFSOQ. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities contained in any SOQ.

5.08 Notification to Ineligible Bidders.

Firms who's SOQs have not been selected for further negotiation or award will be notified via FAX or mail at the FAX number or address given in the SOQ.

5.09 Notification to Eligible Bidders.

Firms who's SOQs have been selected to bid for a Harvesting Services Contract will be notified via FAX or mail at the FAX number or address given in the SOQ.

Eligible bidders will be sent Contract Harvesting bid forms along with any additional materials necessary for them to complete the bidding process.

5.10 Debriefing of Unsuccessful Candidate Harvesters.

Candidate Harvesters who submitted a SOQ that were designated as ineligible bidders will be given the opportunity for a debriefing conference. Candidate Harvesters wishing a debriefing conference must contact the RFSOQ Coordinator within three (3) business days after the Notification of Candidate Harvester ineligibility letter is faxed to the Candidate Harvester. The debriefing must be held within three (3) business days of the Candidate Harvester's request.

Discussion will be limited to a critique of the requesting Candidate Harvester's SOQ. Comparisons between SOQs or evaluations of the other SOQs will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

5.11 Challenges to the Denial of Harvester Eligibility:

a. The department shall consider appeals by a potential bidder challenging eligibility to bid on a harvesting contract. A potential bidder that believes they have been improperly denied eligibility to bid on a harvesting contract may file a written appeal with the department. The appeal must state facts about the appellant's qualifications and arguments specific to the request for qualifications solicitation process, the evaluation of a request for qualifications, or the selection process for the list of eligible bidders.

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b. The DNR Region Manager, for the region in which the harvesting contract will be executed, must receive the appeal in writing no later than 20 days prior to the harvesting contract auction from which the appellant has been excluded from bidding.

The Region Manager shall issue a written decision within 10 days of receipt of the appeal and cite reasons for approving or disapproving the appeal.

c. If the appellant is not satisfied with the decision of the Region Manager, the appellant may further appeal to the department Lands Steward, within 5 business days from the issuance of the Region Manager's written decision. The Lands Steward shall consider all information provided and issue a final decision in writing, citing reasons to approve or disapprove the appellant's appeal, prior to the date of the harvesting contract auction.

SECTION 6 RFSOQ EXHIBITS

Exhibit A	Estimated Project Schedule
Exhibit B	Draft Harvesting Services Contract
Exhibit C	Road Plan
Exhibit D	Timber Sale Map
Exhibit E	Statement of Qualification (SOQ) Form
Exhibit F	Checklist of SOQ Requirements

EXHIBIT F

CHECKLIST OF SOQ REQUIREMENTS

- _____ Statement of Qualifications (SOQ) included all required sections: Letter of Submittal, attachments.
- _____ Letter of Submittal and SOQ signed by a person authorized to legally obligate the Candidate Harvester, including therein all the requirements stated under Letter of Submittal of the RFSOQ.
- _____ Four copies of the SOQ were submitted.
- _____ SOQ submitted on or before 4:30 p.m. on **February 10, 2006**
- _____ Candidate Harvester has a minimum of **10** years experience in **timber harvest and forest road construction**.
- _____ Candidate Harvester is licensed to do business in the state of Washington.

DRAFT 1/11/06

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

HARVESTING SERVICES CONTRACT

AGREEMENT NO. 30-077950

SALE NAME: Chattawood FI

THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Contractor Name here], CONTRACTOR, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

Contract Administrator: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester who will perform all activities required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction services, debris removal and piling, delivery of or delivering logs for weighing and/or scaling, and hauling of forest products under the direction of the State, as landowner, for the purpose of delivering logs to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

Road Construction Services: Includes building new and maintaining existing forest roads and associated work that may be optional or required as described in the Road Plan.

State: The Washington State Department of Natural Resources, landowner and seller of logs from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-015 Harvest Area and Location

The harvest area consists of approximately 530 net acres located on part(s) of Section(s) 16 and 20, Township 28 North, Range 43 North, W.M. and Section 16, Township 30, Range 41 North, W.M., Stevens County as shown on the attached timber sale map.

G-021 Inspection By Contractor

Contractor hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products to be harvested. Contractor further warrants to the State that they enter this contract based solely upon their own judgment of the harvest and road work, and condition of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested. Contractor also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State.

G-022 Sorting Specifications

Contractor is responsible for sorting logs to the specifications listed below and hauling to the appropriate designated locations. Contractor is responsible for determining the highest value of each tree felled and the highest value destination of each log manufactured. The State’s Contract Administrator will provide direction and guidance to Contractor with respect to highest value.

All merchantable logs, except poles, produced and sold under this contract will be manufactured by Contractor to suitable lengths for meeting the Purchaser’s sorts and preferred log lengths for all sorts, with a minimum length of 12 feet, unless otherwise directed by the contract administrator.

Contractor shall deliver log sorts to the Purchaser(s) location that meet the following quoted specifications:

Agreement no.	Sort #	Species Diameter	Scaling Rule	Preferred Log Length	Destination
30-077951	1	Ponderosa pine 6”+ dib (saw)	weight		To be determined 6/20/06
30-077952	2	Douglas fir, western larch, lodgepole pine 4”-7” dib (hew)	weight		To be determined 6/20/06
30-077953	3	Douglas fir, western larch 8+dib (saw)	weight		To be determined 6/20/06
# not available	4	Douglas fir, western larch, lodgepole pine 4”+dib (utility)	weight		To be determined 6/20/06

“WS” means that west side scaling rules apply; “ES” means that east side scaling rules apply. Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

Logs delivered by Contractor that do not meet the receiving Purchaser’s log sort and merchantability requirements as described above that have been pre-approved for delivery by the Contract Administrator shall not be considered mis-sorts.

G-024 Manufacturing Standards

Contractor will manufacture and deliver peeler and saw logs with the following minimum specifications:

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. East of the crest of the Cascade Mountains, ponderosa pine will not be manufactured into merchantable saw logs if blue stain is present.

G-027 Log Delivery Schedule and Conditions

- a. Contractor shall deliver logs to Purchaser’s designated delivery location per G-022 clause. If a log delivery location is changed during this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.
- b. The Contractor may deliver logs to the Purchaser’s delivery location during the Purchaser’s working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-032, unless permission to do otherwise is agreed upon by the State.
- c. The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed. Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.
- d. If a receiving Purchaser plans a scheduled closure, the Contract Administrator shall notify the Contractor at least 24 hours before the scheduled closure. Depending on the length of the scheduled closure or delays in log delivery, the Contract Administrator will decide in the best interest of the State on the disposition of the affected log sort(s) or any alternate delivery schedule or location.
- e. Contractor log delivery to a Purchaser location may be limited to no more than ten (10) truck deliveries of any one sort per day, provided the Contract Administrator notifies the Contractor at least 48 hours prior to the time this truck delivery limit is established. A truck delivery is all the wood hauled including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. If for any reason a Purchaser refuses more than ten (10) truck deliveries per day, Contractor shall notify the State’s Contract Administrator.

G-032 Contract Term and Expiration Date

To ensure the timely completion of activities under this contract, the State shall determine the starting date. The State shall notify the Contractor no later than fourteen

(14) days prior to the anticipated starting date. All activities are to occur from the starting date of 7/7/06 to the “Expiration Date” of 12/30/06

All obligations of the Contractor for this contract shall be discharged not later than the “Expiration Date”, unless the expiration date is adjusted as provided in this contract. The Contractor shall not have any right to enter the sale area for harvesting purposes after the expiration date.

G-033 Contract Curtailment of Operations

The Contractor shall provide the State with five days advance written notice to the Contract Administrator of its intent to commence or cease any and all operations under this contract. The commencement or cessation of operations must be approved by the Contract Administrator. Failure to comply will be considered a breach.

G-041 Contract Term Adjustment

A Contract Term Adjustment may be considered and based on actual time lost through unforeseeable causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather conditions, provided that the Contractor shall, within seven (7) calendar days of the initiation of such delay, notify the State, in writing, of the cause of delay, upon which notification the State shall ascertain the facts and extent of the delay and notify the Contractor in writing within a reasonable time of its decision regarding contract adjustment.

G-054 Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Contractor when it is in the best interests of the State. If this contract is so terminated, the State shall only be liable to make payments to the Contractor for the sum of the estimated expenditures for road construction, felling, bucking, yarding and decking products so processed but not removed from the sale area due to termination action. Contractor may not seek any other damages from the State for termination of this harvesting agreement.

G-061 Exclusion of Warranties

The following specific matters ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The CONDITION of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.
- b. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.
- c. The VOLUME, WEIGHT, QUALITY, or GRADE of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.
- d. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for informational purposes, but the information contained therein is not warranted. Contractors must make their own assessments of the site.

- e. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- f. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- g. Items contained in any other documents prepared for or by the State.

G-067 Governmental Regulatory Actions

- a. Regulatory Risk

Except as provided in this clause, Contractor assumes all risks associated with governmental regulatory actions, including actions taken pursuant to the Forest Practices Act, Ch. 76.09 RCW, the Endangered Species Act, 16 U.S.C 1531-1544 and any Habitat Conservation Plan between the Department of Natural Resources and the U.S. Fish and Wildlife Service or any other agency now in place and as may be amended, or hereafter created, that may affect the operability of the timber sale.

- b. Increased Costs

Contractor shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Contractor's failure to comply with this contract or from Contractor's acts or omissions, Contractor shall remain responsible for fulfilling contract obligations notwithstanding the impracticability or frustration.

G-068 Operational Permits

Contractor is responsible for obtaining any permits not already obtained by the State that relate to Contractor's operation. Forest Practice Application and Hydraulic Project Approval permits obtained by the State shall be transferred to Contractor. Contractor is responsible for all permits, amendments and renewals.

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to the Contractor will be limited to a return of the Performance Security, and payment for improvements and other services rendered by the Contractor, which were required by the Harvesting Services Contract. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-092 Harvest Area Boundary Adjustment

The State may make adjustments in the harvest area boundaries, or may mark timber outside such boundaries. The cumulative changes to the sale area during the term of the contract shall not exceed more than five (5) percent of the original sale area. Such adjustments or marking will be accomplished by the Contract Administrator. The Contractor must remove and deliver all material so designated, prior to the expiration date of the contract. All contract services within such boundary adjustments or so marked shall be paid for at contract rates.

G-111 Title

All rights, title, and interest in and to any timber shall belong to the State until delivered, at which time the appropriate Purchaser assumes title.

G-120 Responsibility for Work

All work, equipment, personnel, and materials necessary to perform the Harvesting Services Contract shall be the responsibility of Contractor.

G-121 Exceptions

Exceptions to Contractor's responsibility in clause G-120 shall be limited exclusively to the circumstances described in this clause. These exceptions shall not apply where damages occur due to Contractor's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

The State shall bear the cost to repair any existing roadway or section of required road completed to the point that an authorization to haul has been issued where such damage was not caused by Contractor, its employees, agents, or invitees, including independent contractors. Contractor shall accomplish repairs promptly as required by the State at the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State may elect to accomplish repairs by means of State provided resources.

Nothing contained in clauses G-120 (Responsibility for Work) and G-130 (Exceptions) shall be construed as relieving Contractor of responsibility for, or damage resulting from, Contractor's operations or negligence, nor shall Contractor be relieved from full responsibility for making good any defective work or materials.

G-123 Operating Authority

The State has arranged for the Contractor to have full and free license and authority to enter upon said lands with his agents and employees and do all things necessary, within the limitations herein set forth, in harvesting said timber as described in this contract.

G-124 Contractor Not an Employee of State

Contractor and his or her employees or agents performing under this contract are not employees of the Purchaser(s) or State. The Contractor will not hold itself out as nor claim to be an officer or employee of the Purchaser(s) or State by reason hereof, nor will the Contractor make any claim or right, privilege or benefits which would accrue to an employee under chapter 41.06 RCW or Chapter 28B.16 RCW.

G-125 State Expectations Regarding Contractor Disputes with Subcontractors or Material Providers

Should Contractor require subcontractors or material providers in order to complete their obligations, and should Contractor and its subcontractors or materials providers develop disputes regarding their completion of obligations under this contract, Contractor shall resolve any such disputes in a timely and efficient manner that does not involve or adversely affect either the State or its Purchasers.

G-141 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractors' obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any

subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Contractors' or any subcontractors' performance or failure to perform the contract. Contractors' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

In addition to any other remedy authorized by law, the State may retain as much of the performance security, or any money or credits due Contractor necessary to assure indemnification.

G-150 Insurance

Contractor shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in a breach and/or termination of the contract at State's option. State may also suspend Contractor operations until required insurance has been secured.

Companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports should issue all insurance and surety bonds. Any exception shall be reviewed and approved by the department's risk manager before the insurance coverage is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources [Northeast](#) region office shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Contractor shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. The Contractor shall obtain insurance coverage prior to operations commencing and continually maintain it in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Contractor must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased as deemed necessary by State, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Employer's Liability "Stop Gap" Insurance. Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Workers' Compensation Coverage. Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor, contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or contractor(s) or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance

G-161 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Contractor in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or

representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products harvested beyond the terms of this contract.

Contractor is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Contractor shall inform the State in writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

G-170 Assignment and Delegation

Contractor shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Contractor may perform any duty through a delegate, but Contractor is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Contractor.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Contractor and the State to become effective.

G-181 Contract Modification for Protection of Resources and Improvements

The Harvesting Services contract may be unilaterally terminated or modified by the State upon determination that the Contractor's operations would cause serious damage to resources or improvements, or would be significantly inconsistent with State land management plans

In the event of contract modification under this section and through no fault of Contractor operations, the Contractor shall be reimbursed for any additional operations required, provided that any work or extra protection shall be subject to prior approval of the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-201 Notices

Notices required to be given by the State under the following clauses shall be in writing and shall be delivered to the Contractor's authorized agent or sent by certified mail to the Contractor's post office address, so that their receipt may be acknowledged by Contractor.

G-032 Commencement Date

G-092 Harvest Area Boundary Adjustment

G-181 Contract Modification for Protection of Resources and Improvements

G-211 Violation of Contract

G-221 State Suspends Operation

D-015 Delivered Mis-sorted Logs and Penalties

D-016 Damages for Delivered Mis-manufactured Logs

All other notices required to be given under this contract shall be in writing and delivered to the authorized agent or mailed to the party's post office address. Contractor agrees to notify the State of any change of address.

G-205 Prevention of Damage and Consequences of Contractor-Caused Damage

The Contractor agrees to exercise due care and caution at all times to avoid damage to all special resources including environmentally sensitive areas, research, demonstration, and cultural objects or areas. Additionally, the Contractor agrees to protect all improvements on State property affected by the work of this contract including, but not limited to, roads, culverts, bridges, ditches, fences, utility lines, and buildings.

If damages occur due to the Contractor's operations, the Contractor shall be responsible for damage or restoration costs, or other compensation measures as described in this contract. State may deduct damage or restoration costs from payments to the Contractor. This clause shall not relieve the Contractor from other applicable civil or criminal remedies provided by law.

G-211 Violation of Contract

- a. If Contractor violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Contractor has fifteen (15) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, the State may terminate the rights of the Contractor and collect liquidated damages under this contract associated with the breach. In the event of such a contract termination, the State may demand all or part of the Contractor's surety in order to satisfy the State's damages.
- b. The State has the right to remedy a breach if Contractor is unable, as determined by the State, to remedy the breach, or if the Contractor has not remedied the breach within 15 days of a suspension notice. Any expense incurred by the State in remedying Contractor's breach may be charged to Contractor, or State may deduct such expenses from payments to the Contractor.
- c. If the contract expires without the Contractor having performed all their duties under this contract, Contractor's rights and obligations to harvest, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Contractor cannot remedy any breach once this contract expires. This provision shall not relieve Contractor of any financial obligations and unresolved contractual agreements, including payment to sub-contractors for work performed under this contract.

G-221 State Suspends Operations

The Contract Administrator may suspend any operation of Contractor under this contract when the State is suffering, or there is reasonable expectation the State will suffer environmental, monetary or other damage if the operation is allowed to continue.

Contractor shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes prior to approval and notice from the Contract Administrator.

Contractor may request a modification of suspension within seven (7) calendar days of the start of suspension through the dispute resolution process. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the State, Contractor may request a contract term adjustment based on the number of excess days of suspension.

G-230 Trespass and Unauthorized Activity

Any cutting, removal, or damage of forest products by Contractor, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity may subject Contractor to liability for triple the value of said forest products under RCW 79.02.320

or RCW 79.02.300 and may result in prosecution under RCW 79.02.330 or other applicable statutes.

G-250 Compliance with All Laws

Contractor shall comply with all applicable statutes, regulations and laws, including, but not limited to, all Department of Labor and Industry laws, and Contractor shall submit documentation from Washington State Departments of Labor and Industries and Revenue that all obligations concerning worker compensation and safety will be met.

G-241 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Contractor must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Contractor's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the contractor may make a written request for resolution to the State Lands Steward of the Department of Natural Resources.
- d. Unless otherwise agreed, the State Lands Steward will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the Region Manager's written decision. Contractor and the Region Manager will have an opportunity to present their positions. The State Lands Steward will issue a decision within a reasonable time of being presented with both Parties' positions.

G-260 Venue

The laws of the State of Washington shall govern this contract. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-270 Equipment Left on State Land

All equipment owned or in the possession of Contractor, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 30 days after the expiration of the contract period is subject to disposition as provided by law. Contractor shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

An operating release is a written document, signed by the State and the Contractor, indicating that the Contractor has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Contractor and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Contractor's right to cut and remove forest products on the released area will terminate.

G-310 Road Use

The Contractor is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; E304116N, E304116H, E304116J, E304116K, E304116O, E304116E, E304116G, E304116M, E304116L and E284316E, E284316F, E284316G, E284316H, E284316J, E284316O, E284316P, E284316Q, E284416R and E284320E, E284320F, E284320G, and E284329E. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Contractor shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Contractor before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Contractor's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Contractor's purposes or complies with applicable laws.

G-340 Surveys and Markers Preservation

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Contractor shall, at the Contractor's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-370 Blocking Roads

Contractor shall not block any Road(s) related to this proposal, unless authority is granted in writing by the Contract Administrator.

G-430 Open Fires

The Contractor its employees or its subcontractors shall not set or allow to be set any open fire at any time of the year without first obtaining permission in writing from the Contract Administrator.

Section P: Payments and Securities

P-026 Payment For Harvesting and Hauling Services

The State shall pay Contractor for harvesting and hauling services at the following rates:

Payment for Harvesting Stump to Truck: \$ Bid Rate/ton for merchantable sorts and \$8.00 per ton for utility sorts.

Payment Rates for Hauling: Haul rates will be determined using the following formula:

Payment = Base Rate + Mileage Rate

Base Rate = \$2.10 per ton

Mileage Rate = (\$0.13 per ton per C mile) + (\$0.11 per ton per A mile)

2 "C" Miles will be paid for this Contract.

Travel distances and road classification miles to each log sort destination will be determined by the State and represents the one-way travel distance from the sale area to the purchaser's delivery point.

Prior approval by the State is required for payment of any additional transportation charges, including round trip tolls, incurred by Contractor.

The state shall approve all haul routes and determine travel distances prior to contractor delivery of logs to specified destinations.

The Contractor is responsible for billing the State for harvesting and hauling services performed using load data collected by State approved third party scaling organizations and reported by the State designated Log and Load Reporting Service. The billing statement shall include itemized accounts and summaries of harvesting tonnage and hauling mileage charges in a format approved by the State. The billing schedule shall be the 1st and the 15th of each month with payment due by State within fourteen (14) days. Reporting periods end on the 14th and the end of each month.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-027 Payment For Road Construction

The State shall pay Contractor for roadwork completed at the following rates:

Road or Structure	Stations	\$/Station
E284316E (0+00 - 29+42)	29.42	\$15.00
E284316E (29+42 - 56+24)	26.82	\$35.00
E284316F (0+00 - 1+84)	1.84	\$35.00
E284316G (0+00 - 16+35)	16.35	\$35.00
E284316H (0+00 - 33+73)	33.73	\$35.00
E284316J (0+00 - 9+49)	9.49	\$35.00
E284316K (0+00 - 13+97)	13.97	\$35.00
E284316O (0+00 - 5+95)	5.95	\$35.00
E284316P (0+00 - 6+73)	6.73	\$35.00
E284316Q (0+00 - 5+23)	5.23	\$35.00
E284320E (0+00 - 9+01)	9.01	\$100.00
E284320F (0+00 - 5+54)	5.54	\$35.00
E284320F (5+54 - 9+70)	4.16	\$100.00
E284320G (0+00 - 13+27)	13.27	\$35.00
E284329E (0+00 - 29+05)	29.05	\$35.00
E284329E (0+80 Gate)		\$2,190.00
E304116E (0+00 - 11+12)	11.12	\$100.00
E304116G (0+00 - 15+38)	15.38	\$100.00
E304116H (0+00 - 42+06)	42.06	\$15.00
E304116H (0+50 Gate)		\$175.00
E304116H (41+13 Gate)		\$175.00
E304116J (0+00 - 12+42)	12.42	\$35.00
E304116K (0+00 - 10+60)	10.6	\$35.00
E304116N (0+00 - 15+38)	15.38	\$15.00
E304116O (0+00 - 7.25)	7.25	\$35.00
MOBILIZATION		\$1,460.00
		TOTAL COST
		\$16,208.30

One station of road construction is 100 feet. All materials, equipment time, labor, and equipment mobilization costs are included in the total price.

Upon completion of road construction, the Contractor shall submit a report identifying the road(s), and the number of stations which have been completed to the Contract Administrator. Once the Contract Administrator has approved the roadwork in writing, the Contractor is responsible for billing the State for road construction services performed. The billing statement shall include an itemized account of the road(s), the number of stations and which stations have been completed. The Contractor

Administrator will verify that road construction described on the billing statement is complete prior to State making payment to Contractor. The billing schedule shall be the 1st and the 15th of each month with payment due by State within fourteen (14) days. Reporting periods end on the 14th and the end of each month.

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-091 Performance Security

As a guarantee of the performance of the provisions of this contract, including all damages accrued to the State by reasons of the operations under this contract and Contractor's failure to perform, the Contractor agrees to deliver herewith one or more State approved performance securities (cash, savings account assignment, certificate of deposit assignment, irrevocable standby letter of credit, or a Miller Act bond) for \$[Performance Security Amount here]; however, at least 50% must be in a form other than a bond, unless otherwise agreed to by the State. The performance security held by the State shall guarantee the performance of all obligations of the Contractor under the Harvesting Services Contract. In addition, said security may be used by the State to satisfy any claims or liens made by Contractor's subcontractors, material providers, or other individuals against the State or its Purchasers, which arise from this Harvesting Services Contract.

If at any time the State decides that this security has become unsatisfactory, the Contractor agrees to suspend operations and, within fifteen (15) days of notification, to replace the security with one acceptable to the State. The State may also require increases to the existing performance security at any time.

P-100 Performance Security Reduction

The State may reduce the performance security if it determines that adequate security exists for any remaining obligations of Contractor. Prior to any reduction of the performance security amount, the Contractor shall make a written reduction request that explains why the Contractor believes the additional security is unnecessary. No reduction will be allowed by the State unless such reduction can be made while fully protecting the State's interests.

Section L: Log Definitions and Accountability

L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-013 Log Sorts Delivered to Incorrect Destination

Each Purchaser has only agreed to purchase the log sort (s) described in the G-022 clause. In the event a load of logs from a sort not meeting the log sort is mis-delivered to Purchaser, Purchaser may reject the load. If Purchaser receives a mis-delivered load, Contractor shall notify the State within 24 hours. The Contractor will maintain responsibility for proper disposition and delivery of such load of logs.

L-060 Log Load Tickets

Contractor shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the State to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

Contractor shall account for all load tickets issued by the Contract Administrator. The State may treat load tickets not accounted for as lost forest products. All costs associated with computing the billings for lost loads shall be borne by Contractor.

L-110 State Approval of Log Scaling and Weighing Locations

Measurement and weighing facilities required by this contract must be approved by the State. Forest products sold shall be scaled, measured, or counted by a State approved third party log scaling organization.

Prior to logs being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and weighing facilities that are at or en route to final destinations. Logs from this sale shall be measured and weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State contractors or employees, State scalers and equipment at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

L-114 State Approval of Haul Route

The Contractor shall file with the Contract Administrator and Contract Administrator shall approve a map showing the haul route, which unscaled and unweighed logs will travel from the harvest area to the weighing/scaling location and approved destinations. The Contractor must notify Contract Administrator within 24 hours of any deviation from the haul route. The route of haul may be changed by prior agreement of the State and the Contractor. The Contract administrator must be notified by the Contractor of any overnight stays of an unscaled or unweighed load of logs.

Section H: Harvesting Operations

H-012 Leave Tree Damage Definition

Leave tree damage exists when one or more of the following criteria are satisfied as a result of Purchaser's operation:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 square inches.
- b. A leave tree's top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

Excessive leave tree damage is established when more than 5 percent of the leave trees in a setting are damaged (see clause D-040). The Contract Administrator will identify the damaged trees.

H-014 Skid Trail Damage

A skid trail is defined as an area that is used to skid logs for more than three passes by any equipment.

- a. Skid trail will not exceed 14 feet in width, including rub trees.

- b. Skid trails shall not cover more than 5% percent of the total acreage on each unit.
- c. Skid trails will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to falling adjacent timber.
- e. Excessive skid trail damage is not permitted. Skid trail damage is considered excessive when more than 10% percent of active trail has ruts greater than 4 inches in depth.
- f. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.
- g. Rub trees along the skid trail will be left standing until all the timber tributary to the skid trail has been removed.
- h. Contractor shall not deviate from the requirements set forth in this clause without prior written approval from the contract administrator.

Violation of any part of this clause will be cause to revoke the Contractor's rights to harvest and to enter the sale area.

H-030 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of merchantable forest products.

H-035 Fall Trees Into Sale Area

Trees shall be felled into the sale area unless otherwise approved by the Contract Administrator.

H-053 Branding and Painting

The State shall provide a State of Washington registered log brand. Contractor must brand and paint all logs removed from the harvest area in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All logs removed from the harvest area designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

Both ends of all saw logs must be marked with a minimum diameter spot of durable red paint, prior to removal and any log end 10 inches and greater in diameter must be hammer branded with a legible log brand.

Hew and Pulp logs are exempt from full marking requirements. Instead, they require a minimum of 25 percent of the logs on each end of the load to be painted and a minimum of 3 legible log brands to be applied on each load end.

H-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

H-121 Harvesting Equipment and Methods

Forest products harvested under this contract shall be removed using rubber and/or tracked type equipment, unless the authorized use of other methods or equipment is granted in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

Pile all slash that accumulates within 200 feet of State highway 398, N. Deer Lake,

Grouse Ck., Perry, Owens and Denison-Chattaroy Roads. Piles will be dirt free and no piles smaller than 15'x15'x4' high.

Contact and work with Power Company to safely Harvest Unit 6, which has both overhead power lines and a gas line within the boundaries.

Permission to do otherwise must be granted in writing by the Contract Administrator.

H-151 Required Removal of Forest Products

Contractor shall remove from the sale area and present for scaling all merchantable forest products that scale at least 10 board feet net volume and are at least 12 feet in length from the large end to a 4-inch scaling diameter, unless directed otherwise by the Contract Administrator.

The State may treat failure to remove forest products left in the sale area that meet the above specifications as a breach of this contract. The Contractor shall be responsible for forest products not removed. At the State's option, the State or a third party scaling organization may scale forest products, for volume, that meet the above specifications and are left in the sale area. State may deduct the value of forest products not removed from payments to the Contractor for harvesting services rendered. All costs associated with scaling and computing the billing for forest products left in the sale area will be borne by Contractor.

H-161 Excessive Timber Breakage

The Contractor shall be responsible for felling and yarding timber in a manner that shall minimize breakage and maintain stump heights within contract specifications, unless permission to do otherwise is agreed to by the Contract Administrator.

The State may treat excessive timber breakage, as determined by the Contract Administrator as a breach of this contract. At the State's option, the State or a third party scaling organization may scale forest products, for volume. State may deduct the value of forest products damaged through excessive breakage from payments to the Contractor for harvesting services rendered. All costs associated with scaling and computing the billing for forest products damaged through excessive breakage will be borne by Contractor.

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.

H-230 Tops and Limbs Outside the Sale Boundary

Tops and limbs outside the sale boundary as a result of Contractor's operation shall be removed concurrently with the yarding operation unless otherwise directed by the Contract Administrator.

H-240 Lop & Scatter

The tops of all felled trees in all units shall be lopped and slash scattered away from leave trees.

H-260 Fall Leaners

Non-merchantable trees that have been pushed over in falling or skidding operations shall be felled.

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the road plan for the [Chattawood FI Timber Sale](#), dated [10/10/05](#), are hereby made a part of this contract. The Department may make modifications to the Road Plan made necessary by unforeseen conditions. Any modifications that create additional work for the Contractor shall be paid in accordance with the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia.

C-051 Maintenance and Repair

Contractor shall perform maintenance and repair on [all](#) roads to prevent damage to the subgrade, to maintain proper drainage and to keep the road surface smooth and crowned. The roads shall meet the original construction or reconstruction specifications at contract termination.

C-081 Landing Location Approval

Landing locations shall be marked by the Contractor and approved by the Contract Administrator prior to construction.

C-090 Landing Location

Landings shall be built [at least 75'](#) off any State or County Road(s).

C-130 Dust Abatement

Contractor shall abate the dust on the [E284316E](#).

Section S: Site Preparation and Protection

S-010 Fire Hazardous Conditions

Contractor agrees to use its best efforts to minimize the risk of fire.

S-020 Extreme Hazard Abatement

Contractor shall provide a written Extreme Hazard Abatement plan that meets the requirements of WAC 332-24 prior to the beginning of logging operations. The plan must be acceptable to the Contract Administrator. The plan will identify how Contractor will accomplish abatement. Contractor shall also provide, and keep current, a written timetable for completion of all specified work in the plan. The Contract Administrator's acceptance and approval of Contractor's hazard abatement plan shall not be construed as any statement or warranty that the hazard abatement plan is adequate for Contractor's purposes or complies with applicable laws.

S-030 Landing Debris Clean Up

Landing debris shall be disposed of in a manner approved in writing by the Contract Administrator.

S-050 Cessation of Operations for Low Humidity

During the "closed season" when the humidity is [12%](#) percent or lower on the sale area, all operations must cease unless prior authority to continue is granted in writing by the State.

S-060 Pump Truck or Pump Trailer

The Contractor shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the “closed season” or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-070 Water Supply

Purchaser shall provide, during the "closed season", a water supply with a minimum capacity of 750 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

S-130 Refuse Disposal

a. Solid and Hazardous Waste Regulatory Compliance.

Contractor shall meet applicable local, state, and federal solid and hazardous waste laws and regulations concerning the handling and disposal of hazardous materials and hazardous and solid waste, including, but not limited to, Chapters 70.93, 70.95, and 70.105 RCW and Resource Conservation and Recovery Act of 1976 (RCRA) 42 USC Section 6901, et seq.

b. Waste Disposal.

No hazardous or solid waste shall be disposed of by abandonment, burial, or burning on state land. All wastes, including petroleum stained soil on landings or other areas shall be removed from state land and be disposed of at a permitted solid or hazardous waste disposal facility.

c. Hazardous Materials Spill Prevention.

All operations shall be conducted in such a manner as to prevent the discharge of hazardous materials, including petroleum products, into water or air or onto ground.

Fuel tanks and other containers of hazardous materials shall be managed to prevent any drips, leaks or larger spills. Equipment seals, pressure lines, and other potential leak sources shall be maintained in good working condition to eliminate oil, hydraulic fluid, and other leaks.

Equipment maintenance activities, such as oil changes, shall be undertaken so that no oil or other hazardous materials reach the ground. Filters, batteries, and other equipment waste shall be deposited in barrels or otherwise temporarily stored to prevent the leaking of oil, acid, or other hazardous liquids onto the ground.

d. Spill Reporting.

The Contractor shall take immediate action to contain and control all spills.

Any spill that may be a threat to human health or the environment shall be reported immediately to the Department of Ecology and the Contract Administrator. Other spills shall be reported to the Contract Administrator.

S-140 Fence Repair

Contractor shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

Section D: Damages

D-011 Liquidated Damages

The following clauses in the DAMAGES section of this contract provide for the State’s payments to the Contractor to be reduced for certain breaches of the terms of this contract. These offsets are agreed to as liquidated damages for the Contractor’s breach, and are not penalties. They are reasonable estimates of anticipated harm to the State caused by the Contractor's breach. The State and Contractor agree to these liquidated

damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Contractor by allowing the Contractor to better assess its responsibilities under the contract.

D-015 Damages for Delivered Mis-sorted Logs

Logs delivered by Contractor that do not meet the receiving Purchaser's log sort and merchantable specifications as described in clause G-022, where species are mixed, or are over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this contract, are considered mis-sorts.

Mis-sorted log volume will be considered on a per load basis. When mis-sorts amount to more than 5% of a load's total volume, as determined by a third party scaling organization, the State is harmed and an adjustment to the Contractor's harvesting payment shall be made. For the improper delivery of mis-sorted logs, the State shall reduce the harvesting payment by \$100.00 for each load delivered which contained mis-sorted volume in excess of 5%, as documented by third party scaling ticket.

D-016 Damages for Delivered Mis-manufactured Logs

Logs delivered by Contractor that do not meet the receiving Purchaser's preferred log length specifications as described in clause G-022, and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots, and blue stain as described in the G-024 clause are considered mis-manufactured logs.

Mis-manufactured log volume will be considered on a per load basis. When mis-manufactured logs amount to more than 5% of a loads total volume, as determined by a third party scaling organization, the State is harmed and an adjustment to the harvesting payment shall be made. For the delivery of mis-manufactured logs, the State shall reduce the harvesting payment due to the Contractor by an amount of \$100.00 for each load delivered which has been determined to contain mis-manufactured volume in excess of 5% as documented by third party scaling ticket.

D-023 Damages for Failure to Remove Forest Products

The Contractor's failure to remove all of the forest products specified prior to the expiration of the contract operating authority results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. The Contractor's failure to perform disrupts the State's management plans in the project area, the actual cost of which is difficult to assess. A re-offering of the contract involves additional time and expense and is not an adequate remedy. Therefore, the Contractor agrees to accept a reduction of the amount due for harvesting services from the State in the amount calculated according to the following guidelines:

- a. Full stumpage value will be assessed for felled trees, individual or scattered standing trees, or clumps of standing trees less than three acres in size, plus all costs associated with scaling and computing the stumpage value of the forest products left.
- b. 35% of full stumpage value will be assessed for clumps of standing trees greater than three acres in size, plus all costs associated with scaling and computing the stumpage value of the forest products left.

The stumpage value of forest products left shall be determined by the State or a third party scaling organization utilizing whatever method(s) best suited for accurate volume and acreage measurement as determined by the State.

D-024 Damages for Excessive Timber Breakage

Excessive breakage of timber results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Therefore, the Contractor agrees to accept a reduction of the amount due for harvesting services from

the State at an amount calculated according to the following:

The value for excessive timber breakage will be determined at a rate, which reflects the log sort price that the Purchasers would have paid for unbroken logs minus the cost of delivery, plus all costs associated with scaling and computing the stumpage value of the forest products excessively broken.

The stumpage value of forest products excessively broken shall be determined by the State or a third party scaling organization utilizing whatever method(s) best suited for accurate volume measurement as determined by the State.

D-034 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load, weighing or scaling forest products in a location other than the facilities authorized for use for this sale, and failing to deliver load ticket to the weighing/scaling official all result in substantial injury to the State. The potential loss from not having proper branding, ticketing, weighing locations and accountability is not readily ascertainable. These contractual breaches result in a loss of load and weighing/scaling data the potential for the removal of forest products for which the State receives no payment, and cause increases in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Contractor's payments for harvesting under this contract will be reduced in the following amounts, as liquidated damages, to compensate the State for these breaches: a sum of \$100.00 each time a load of logs does not have branding as required in the contract, \$250.00 each time a load of logs does not have a load ticket as required by the contract, \$250.00 each time a load ticket has not been filled out as required by the plan of operations, \$250.00 each time a load is weighed at a facility not approved as required by the contract, and \$250.00 each time load and weight scale data is not presented to the weighing/scaling official.

D-040 Timber- Payment for Excessive Leave Tree Damage

Contractor shall exercise due care and caution at all times to avoid damaging residual timber. When Contractor operations exceed the damage limits set forth in this contract, the trees damaged results in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Contractor agrees to pay the State as liquidated damages at the rate of \$500 per tree for all damaged trees in the setting.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. The State agrees to pay for and the Contractor agrees to provide timber harvesting, road construction, weighing and/or scaling, and hauling services as specified under the terms of this Harvesting Services Contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

[Contractor Name here]
Contractor

[Region Manager Name here]
[Region Name here] Regional Manager

Date: _____

Date: _____

Address:
[Contractor Address here]

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____
_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that
the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

DRAFT
CHATTAWOOD FI
SCHEDULE 'A'

General Harvest Instructions

1. Cut to harvest boundaries flagged with pink ribbon and tagged with white "Timber Harvest Boundary" and pink flashers.
2. Remove all trees capable of yielding a 12' log to a 4" dib top, not designated for retention by prescription. See details below.
3. Cut all trees infected with dwarf mistletoe and beetle infested pine. Leave the healthiest most vigorous trees available, with good form and crown ratios.
4. Retain the two largest trees per acre for the State Legacy Tree Program. Meet Forest Practice rules on (2) snags per acre and (2) recruitment trees per acre. Leave 50 % of all ponderosa pine over 22 inches DBH.

Total net acres: 150 acres

Unit 1

Unit 1 covers 37 net acres.

Prescription is: Retain at least 35 to 50 trees per acre, accomplishing a 20 x 25 foot spacing. Of the retained trees, at least 25 trees per acre must be over 10" DBH. Species preference is Ponderosa pine, western larch, Douglas fir and lodgepole pine.

Leave the healthiest most vigorous trees available, with good form and crown ratios.

Units 2,3,4,5

These units cover 160 net acres.

Prescription is: Of the trees 8 inch DBH and larger, remove all trees marked with red paint, leave all trees marked in Blue paint. Trees less than 8" dbh will be spaced to 20 x 25 foot spacing.

Species preference is Ponderosa pine, western larch, Douglas fir and lodgepole pine. The desired stand will vary from 18 to 25 foot spacing.

Unit 6

Unit 6 covers 253 net acres.

Prescription is: Retain at least 25 to 35 trees per acre, accomplishing a 25 x35 foot spacing. Of the retained trees, at least 25 trees per acre must be over 10" DBH. Species preference is Ponderosa pine, western larch, Douglas fir and lodgepole pine.

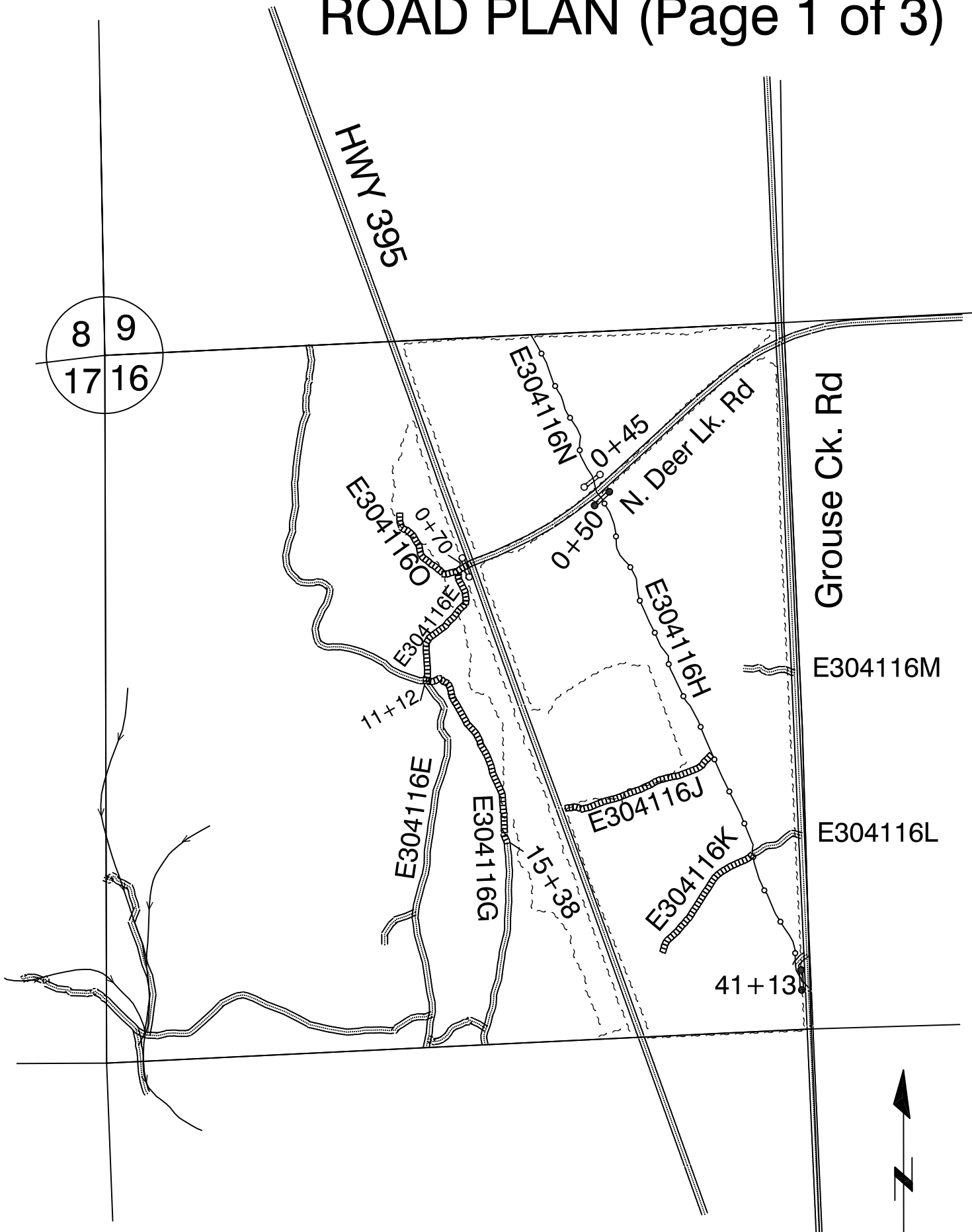
Leave the healthiest most vigorous trees available, with good form and crown ratios.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Agreement No.: 30-077950
Name of Sale: Chattawood
Trust: 03

Region: Northeast
County: Stevens
TOWNSHIP 30 NORTH, RANGE 41 EAST, W.M.

ROAD PLAN (Page 1 of 3)



LEGEND

- Sale Area Boundary
- Existing Road
- Required Reconstruction
- Pre-haul Maintenance
- Gate, New
- Gate, Existing
- Stream

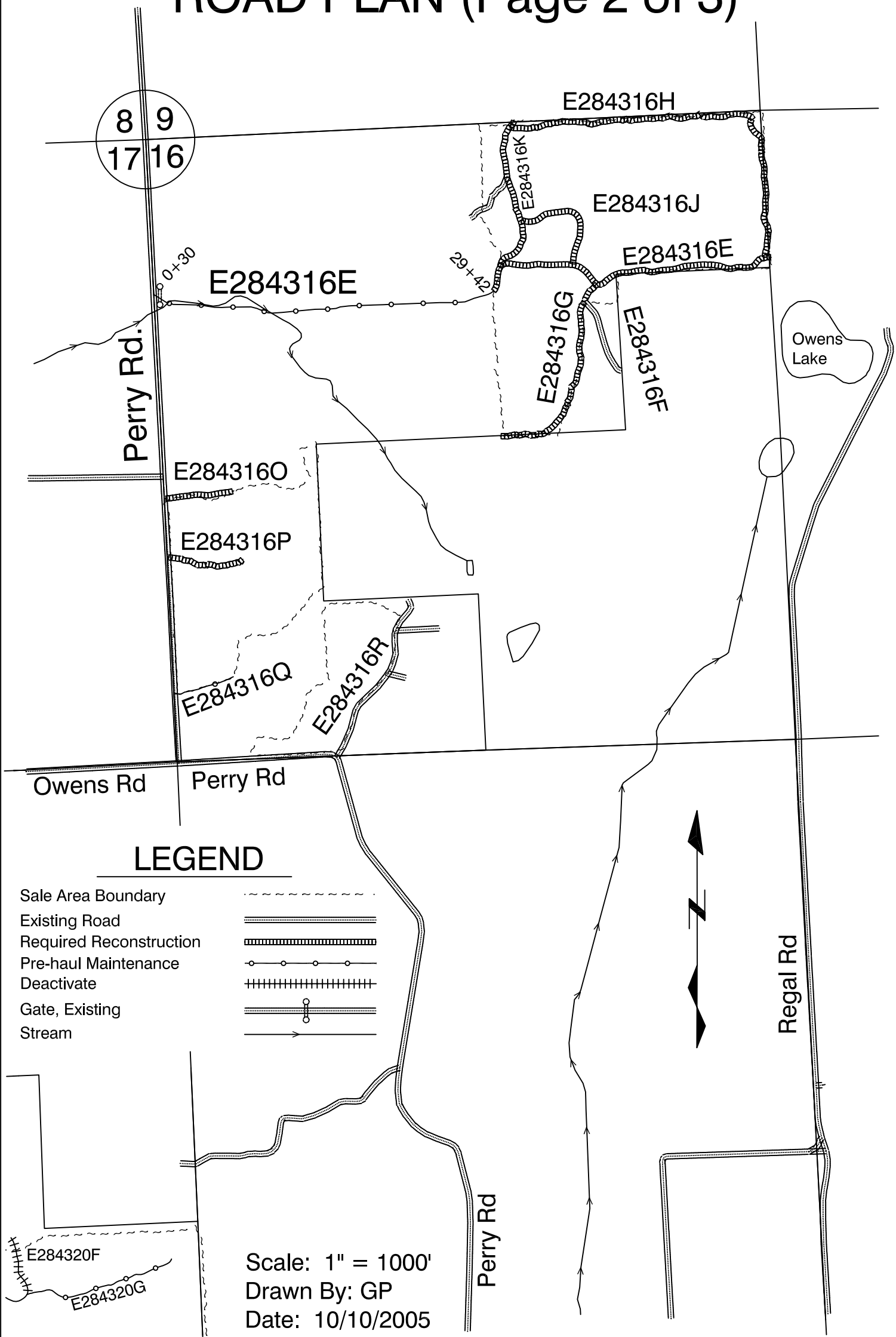
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Drawn By: GP
Date: 10/10/2005

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Agreement No.: 30-077950
Name of Sale: Chattawood
Trust: 03

Region: Northeast
County: Spokane
TOWNSHIP 28 NORTH, RANGE 43 EAST, W.M.

ROAD PLAN (Page 2 of 3)



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Agreement No.: 30-077950

Name of Sale: Chattawood

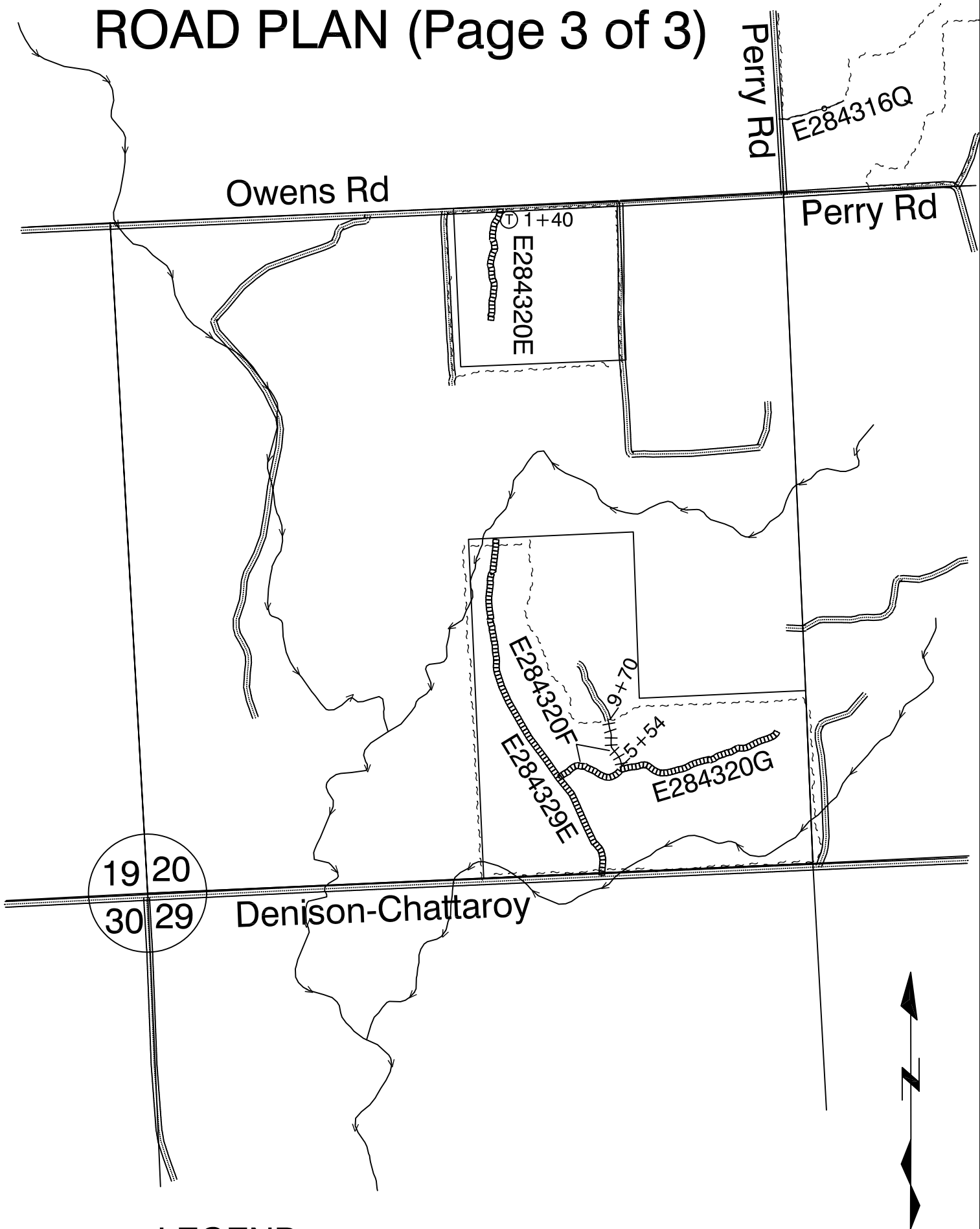
Trust: 03,06

Region: Northeast

County: Spokane

TOWNSHIP 28 NORTH, RANGE 43 EAST, W.M.

ROAD PLAN (Page 3 of 3)



LEGEND

Sale Area Boundary	~~~~~
Existing Road	====
Required Construction	- - - - -
Required Reconstruction	
Decommission	+++++
Pre-haul Maintenance	○-○-○-○
Tank Trap	Ⓢ
Stream	→

Scale: 1" = 1000'
Drawn By: GP
Date: 10/10/2005

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

ROAD PLAN

AGREEMENT NUMBER: 30-077950

SALE NAME: Chattawood

ROAD PLAN DATE: October 10, 2005

SCOPE OF PROJECT

This project includes, but is not limited to construction including; clearing; grubbing; right-of-way debris disposal; excavation and/or embankment to subgrade, acquisition and installation of drainage structures, drilling and blasting of rock in the course of right-of-way construction may be encountered.

DEFINITIONS

Construction

Where in the terms of this contract the activity of building a new right of way and road over ground that has not had a previously established road, or is a relocation that is at least a full right of way width from an existing road.

Reconstruction

Where in the terms of this contract the activity of right of way development and road building in a location that lies completely or partially within the right of way of an existing road and which activity is required or recommended to improve upon the pre-existing conditions. Reconstruction includes activities that would be classified as a **Class II, Class III or Class IV Special Forest Practice**.

Pre-haul Maintenance

Where in the terms of this contract the activity of right of way development and road building in a location that lies completely or partially within the right of way of an existing road and which activity is required or recommended to improve upon the pre-existing conditions. Pre-haul maintenance includes activities that would be classified as a **Class 1 Forest Practice**.

Maintenance

Where the pre-existing conditions of an existing road were acceptable to the State prior to this contract, and the repair and/or replacement of materials, components or structures become necessary as result of deterioration by use or inordinate damage during the terms of this contract.

Designated Skid Trail

Where the State has marked a preferred location for the forwarding of valuable materials to an established road or landing, and which alternatives to the designated location require approval from the Contract Administrator.

Abandonment

Where in the terms of this contract the activity of blocking, controlling the erosion and water movement within natural drainages, removing all drainage structures, and removing unstable fill slopes that have delivery potential. This activity may include but is not limited to obliteration of road prisms, haying and revegetation of exposed soils, and scattering of natural debris.

SECTION 1 - GENERAL CLAUSES

- 1.1 Clauses in this plan apply to all construction and/or reconstruction, including landings unless otherwise noted.
- 1.2 Construction, reconstruction, pre-haul maintenance, deactivation and abandonment of the following road/s are required. All road/s shall be constructed on the State's location, and in accordance with this Road Plan.

<u>Road</u>	<u>Length</u>	<u>Type</u>
E284316E	29.42 stations	Pre-Haul Maintenance
E284316E	26.82 stations	Reconstruction
E284316F	1.84 stations	Reconstruction
E284316G	16.35 stations	Reconstruction
E284316H	33.73 stations	Reconstruction
E284316J	9.49 stations	Reconstruction
E284316K	13.97 stations	Reconstruction
E284316O	5.95 stations	Reconstruction
E284316P	6.73 stations	Reconstruction
E284316Q	5.23 stations	Pre-Haul Maintenance
E284320E	9.01 stations	Reconstruction
E284320F	5.54 stations	Reconstruction
E284320F	4.16 stations	Deactivation
E284320G	13.27 stations	Reconstruction
E284329E	29.05 stations	Reconstruction
E304116E	11.12 stations	Reconstruction
E304116G	15.38 stations	Reconstruction
E304116H	42.06 stations	Pre-Haul Maintenance
E304116J	12.42 stations	Reconstruction
E304116K	10.6 stations	Reconstruction
E304116N	15.38 stations	Pre-Haul Maintenance
E304116O	7.25 stations	Reconstruction

- 1.3 This sale also includes, but is not limited to reconstruction including;

<u>ROAD</u>	<u>STATIONS</u>	<u>REQUIREMENTS</u>
E284316E	29+42 – 56+24	Brush right-of-way, reshape road surface.
E284316F	0+00 – 1+84	Brush right-of-way, reshape road surface.
E284316G	0+00 – 16+35	Brush right-of-way, reshape road surface.
E284316H	0+00 – 33+73	Brush right-of-way, reshape road surface.
E284316J	0+00 – 9+49	Brush right-of-way, reshape road surface.
E284316K	0+00 – 13+97	Brush right-of-way, reshape road surface.
E284316O	0+00 – 5+95	Brush right-of-way, reshape road surface.
E284316P	0+00 – 6+73	Brush right-of-way, reshape road surface.
E284320E	0+00 – 9+01	Brush right-of-way, reshape road surface.
E284320F	0+00 – 5+54	Brush right-of-way, reshape road surface.
E284320G	0+00 – 13+27	Brush right-of-way, reshape road surface.
E284329E	0+00 – 29+05	Brush right-of-way, reshape road surface, block road at 29+05.
E304116E	0+00 – 11+12	Brush right-of-way, turnpike, reshape road surface.
E304116G	0+00 – 15+38	Brush right-of-way, turnpike, reshape road surface.
E304116J	0+00 – 12+42	Brush right-of-way, reshape road surface.
E304116K	0+00 – 10+60	Brush right-of-way, reshape road surface.
E304116O	0+00 – 7+25	Brush right-of-way, reshape road surface.

1.4 This sale also includes, but is not limited to pre-haul maintenance including;

<u>ROAD</u>	<u>STATIONS</u>	<u>REQUIREMENTS</u>
E284316E	0+00 – 29+42	Reshape road surface.
E284316Q	0+00 – 5+23	Reshape road surface.
E304116H	0+00 – 42+06	Reshape road surface.
E304116N	0+00 – 15+38	Reshape road surface, install driveable dips.

1.5 If the Purchaser desires a road location or design change, a revised Road Plan shall be submitted to the State for consideration.

1.6 On this plan, quantities are minimum acceptable values. Additional quantities required by the State because of hidden conditions, or the Purchaser's choice of construction season or techniques shall be at the Purchaser's expense. Hidden conditions include, but are not limited to, solid subsurface rock, subsurface springs or saturated ground, and/or unstable soil conditions.

1.7 Purchaser shall not use roads constructed or reconstructed under this Road Plan for hauling, other than timber cut on the right-of-way, without written approval from the Contract Administrator.

1.8 Roads shall be constructed using track mounted hydraulic or cable excavators unless otherwise authorized, in writing, by the Contract Administrator.

1.9 Pioneering shall not extend past construction that will be completed during the current construction season. Drainage shall be provided on all uncompleted construction, as approved in writing by the Contract Administrator.

Clearing and grubbing shall be completed prior to starting excavation and embankment.

Culvert placement in live streams shall precede embankment where culverts are to be placed along natural ground slopes. Temporary diversion culverts shall be provided when designed culverts are elevated above natural ground within embankments.

Culverts shall be installed in completed subgrade as construction progresses.

Subgrade, ditches and culvert installation shall be completed and are subject to written approval by the Contract Administrator prior to the application of rock, or final subgrade compaction.

1.10 Construction restrictions apply to this contract. All construction and transportation of heavy equipment and/or trucks is prohibited between and including the following dates, except as may be authorized, in writing, by the Contract Administrator.

February 1 to May 15

1.11 Designated Skid Trails are included as part of this project. The intended uses of Designated Skid Trails are for transferring merchantable materials to/from/between landings and roads with log skidding equipment. The grades and location are not considered by the State to be suitable for truck traffic. Designated Skid Trails are considered, as part of this contract, to be single lane with one direction of traffic at a time, unless the Contract Administrator approves alternate traffic and width plans in writing.

1.12 Landings are required to be constructed. The relocation of landings in the vicinity of those designated, and the use of additional landings in this project shall be subject to written approval from the Contract Administrator. Landings shall be sloped sufficiently to provide controlled drainage, without ponding or concentration of sediments into streams.

- 1.13 Maintenance on all road/s used, constructed or reconstructed under this Road Plan shall be performed in accordance with the Forest Access Road Maintenance Specifications.

Rutting of finished road surfaces shall not exceed 4 inches in depth. In the event that surface or base stability problems may persist, the purchaser/contractor will be required to cease operations, or perform corrective maintenance and/or repairs, subject to specifications within this contract, and the written approval of the Contract Administrator.

- 1.14 Snowplowing shall not be permitted unless authorized, in writing, by the Contract Administrator.

- 1.15 Gate installations required as part of this contract shall be installed within 30 days of the commencement of road construction operations. Gates shall be kept closed and locked between the passage of trucks and service vehicles, except by permission from the Contract Administrator.

SECTION 2 - CLEARING

- 2.1 Fell all vegetative material larger than 6 inches d.b.h., or over 20 feet high between the marked right of way boundaries, and within waste and/or debris areas. If clearing limits are not marked in the field, clearing limits are as specified on the Typical Section Sheet.
- 2.2 Deck all merchantable right-of-way timber. The decks shall be parallel to the road centerline, and within the cleared right-of-way. The decks shall be free of dirt, limbs and other debris, and removable by standard log loading equipment from the completed roadbed.
- 2.3 Brushing shall be done in accordance to the attached Brushing Detail. Lesser standards may be applied with permission by the Contract Administrator.

SECTION 3 - GRUBBING

- 3.1 All stumps shall be removed that fall between grubbing limits shown on the Typical Section Sheet. Those with undercut roots shall be removed. Stumps over 22 inches in diameter shall be split. Stumps over 40 inches in diameter shall be quartered.
- 3.2 Grubbing Limits are defined as the entire area between the external limits shown on the Typical Section Sheet.
- 3.3 Removal of stumps shall not be required, within the waste and/or debris areas, provided that they are cut flush with the ground.

SECTION 4 - DEBRIS DISPOSAL AND REMOVAL

- 4.1 Right-of-way debris is defined as all nonmerchantable vegetative material larger than one cubic foot in volume, within waste area and/or clearing limits as shown on the Typical Section Sheet.
- 4.6 Right-of-way debris shall be scattered outside the right-of-way limits in natural openings. Debris shall not be placed against standing timber. Where natural openings are unavailable or restrictive, alternative debris disposal methods shall be subject to the written approval of the Contract Administrator.

SECTION 5 - EXCAVATION

- 5.1 Unless controlled by construction stakes or specific design sheets herein, road/s shall be constructed in accordance with dimensions shown on the Typical Section Sheet.

Excavation and embankment slopes shall be constructed to a uniform line, and left rough for easier vegetation.

Organic material shall be excluded from road prism embankments.

Road pioneering operations shall not undercut the final slope, deposit excavated material outside the clearing limits, or restrict drainage.

- 5.2 Purchaser or road construction contractor shall not bury merchantable material.
- 5.3 The construction of road grade and alignment shall conform to the State's marked location. The reconstruction of existing road grades shall conform to the original location except as directed by the contract administrator. Grade and alignment shall have smooth continuity, without abrupt changes in direction.

Construction limitations are as follows:

<u>Favorable Grade</u>	<u>Adverse Grade</u>	<u>Minimum Curve Radius</u>
18%	12%	60 feet

Changes in road grade shall not exceed 7%, except as required in this clause.

Adverse grades on curves shall not exceed 10 percent of the curve radius.

Favorable grades through switchbacks shall not exceed 12%.

Transition grades entering and leaving switchbacks shall not exceed a 5% grade change.

The switchback is defined as, the curved segment of road, between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

Transition grades required to meet switchback grade limitations, shall be constructed on the tangents preceding and departing from the switchbacks.

- 5.5 Curve widening shall be added to the inside of curves as follows:

2 feet extra	80 to 100 foot radius curves
4 feet extra	60 to 80 foot radius curves

- 5.7 Roads shall be built to the dimensions shown on the Typical Section Sheet.

- 5.8 Except as construction staked or designed, excavation slopes shall be constructed no steeper than shown on the following table:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>
Common Earth (on side slopes to 55%)	1:1
Common Earth (55% to 70% side slopes)	3/4:1
Common Earth (on slopes over 70%)	1/2:1
Fractured or loose rock	1/2:1
Hardpan or solid rock	1/4:1

- 5.9 Excavation and embankment slopes shall be constructed to a uniform line and left rough for easier re-vegetation.
- 5.10 Except as construction staked or designed, each embankment side shall be widened as follows:

<u>Height at Centerline</u>	<u>Subgrade Widening</u>
Less than 6 feet	2 feet
6 feet and over	4 feet

- 5.11 Except as construction staked or designed, embankment slopes shall be constructed no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>
Common earth and rounded gravel	1-1/2:1
Angular rock	1-1/4:1
Sandy soils	2:1

- 5.12 All embankment and waste material shall be compacted. The minimum acceptable compaction is achieved by placing embankments in 2 foot or shallower lifts, and routing excavation equipment over the entire width of each lift. Except for areas specifically requiring keyed embankment construction, side hill embankments too narrow to accommodate excavation equipment may be placed by end dumping or side casting until sufficiently wide to support the equipment.
- 5.14 Except as construction staked or designed, where side slopes exceed 45 percent, full bench construction shall be utilized for the entire subgrade width.
- 5.15 Waste material may be deposited adjacent to the road prism on side slopes up to 55 percent if the waste material is compacted, free of debris, and more than 50 feet away from live streams and/or culvert installations. On side slopes of 55 percent or more, all excavation shall be endhauled or pushed to designated embankment sites, except as approved in writing by the Contract Administrator. All waste embankments shall be compacted in horizontal layers not exceeding 2 feet.
- 5.25 Turnarounds shall be constructed at the following locations/s:

<u>Road</u>	<u>Station</u>
E304116G	15+38

Turnarounds shall be no larger than 30 feet long and 30 feet wide. Location of additional turnarounds and/or alternate locations shall be subject to the written approval of the Contract Administrator.

SECTION 6 - DRAINAGE

- 6.1 Finished subgrade and running surfaces shall be sloped as shown on the Typical Section Sheet, uniform, firm, rut-free, and shaped to ensure road surface runoff in an even, unconcentrated manner.
- 6.2 Berms shall be removed from shoulders to permit water runoff. The construction of ditchouts will be required where ponding will result from the effects of sidecast debris and waste material.

- 6.3 Rolling dips shall be constructed in accordance with the Rolling Dip Detail, at a maximum spacing that will produce a vertical drop of no more than 10 feet between constructed dips, or between natural drainage paths. The spacing and number of rolling dips may be adjusted by the Contract Administrator.

Rolling dips are constructed by increasing the outslope of the subgrade surface at the required locations. This includes a gradual transition into and out of the rolling dip from the subgrade template as specified on the Typical Section Sheet.

Excavated material from rolling dip construction shall not remain on the subgrade surface in the form of a berm or waterbar. Sidecasting of material removed with excavation equipment shall be sufficient to form a ditchout to direct surface runoff into, through, and away from the rolling dip, so as to not create ponding.

Discharge of water from rolling dips should be directed to reduce sediment movement and sideslope erosion. Direct the discharge into debris concentrations, onto rocky sites, preferably onto ridges rather than directly into draws. Construction location and workmanship are subject to the approval of the Contract Administrator.

SECTION 8 - STRUCTURES

- 8.0 Gate installations required as part of this contract shall be installed within 30 days of the commencement of road construction operations. Gates shall be kept closed and locked between the passage of trucks and service vehicles, except by permission from the Contract Administrator
- 8.1 Tubular Metal Gate/s shall be supplied and installed on the following road/s in accordance to the Metal Gate Detail. If fences exist at the site of gate installations, the purchaser shall be required to connect the fencing to the posts of the new installation, except by permission from the Contract Administrator.

<u>Road</u>	<u>Station</u>
E304116H	0+50
E304116H	41+13

- 8.2 Steel Vehicle Gate/s shall be supplied and installed in accordance with the Vehicle Gate Detail. Each post shall be set in a minimum of 2 cu. yards of poured in place concrete.

<u>Road</u>	<u>Station</u>
E284329E	0+80

SECTION 9 - ROAD AND LANDING DEACTIVATION

- 9.0 Road/s and/or landings are required to be deactivated as part of this contract. The purchaser shall; reduce or relocate landing debris, to avoid landing failures and potential debris slides; provide for unconcentrated drainage of the road and/or landing surface/s; in a manner, that is approved, in writing, by the Contract Administrator.

Purchaser shall stockpile culverts removed, in a location approved by the contract administrator.

Road deactivation shall be completed within 30 days after approval to proceed has been given by the Contract Administrator.

- 9.1 The following road/s shall be deactivated by the Purchaser.

<u>Road</u>	<u>Stations</u>
E284320F	5+55 – 9+70

Road/s shall be deactivated at termination of use.

- 9.2 Deactivation of the above road/s shall consist of; ripping the surface to a minimum depth of 10 inches; scattering readily available slash, debris and large rocks across the road prism; constructing non-drivable water bars in conformance with the attached Water Bar detail. Water bars shall be placed at a maximum spacing that will produce a vertical drop of no more than 10 feet between water bars or natural drainage paths, and with a maximum spacing of 75 feet. Water bars shall be skewed at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade. Water bars shall be keyed into existing ditches and include ditchouts where necessary to ensure relief of water concentrations.
- 9.3 Road deactivation shall consist of blocking roads with stumps, large boulders, and logging debris at the termination of harvesting or as directed by written approval from the Contract Administrator. The locations of Road Blocks are approximate, as depicted on the Road Plan Map. Locations are site dependent and shall be determined in the field by the Contract Administrator.
- 9.4 Existing fences and/or gates shall be reconstructed to meet or exceed the conditions found at the commencement of road construction and/or harvesting. All existing gates shall be closed at termination of use.

FOREST ROAD ACCESS

Road Maintenance Specifications

1. Prior to Acceptance of Contract or Acceptance on Timber Sale

A. Cuts and Fills

- (1) Maintain slope lines as constructed. Remove slides from the ditches and roadway. Replace fills to 1 ½:1 slopes with selected material or as directed. Remove overhanging material from cut slopes.
- (2) Material from slides or other sources requiring removal must not be deposited in streams or at locations where it will erode into streams or water courses.
- (3) Undesirable slide materials and debris must not be allowed to contaminate or mix with surface material.

B. Roadway Surfaces

- (1) Grade and shape road surface, turnouts and shoulder to original crown, inslope or outslope as directed to provide suitable traveled surface and surface water runoff in an even, unconcentrated manner.
- (2) Blading must not undercut backslopes at bottom of cut slopes.
- (3) Watering may be required to control dust and to retain fine surface rock.
- (4) Desirable surface material shall not be bladed off roadway.
- (5) Replace surface material lost or worn away.
- (6) Remove berms except as otherwise directed by the State.

C. Drainage

- (1) keep ditches and drainage channels at outlets and inlets of culverts clear of obstructions to not interrupt flow and cause ponding.
- (2) Inspect and clean culverts at least monthly, with additional inspection during storms and periods of high runoff. This must be done even during periods of inactivity.
- (3) Place non erodable material or rock at drainage outfalls as required to stabilize the channel.
- (4) Maintain drainage structures as required to function as intended.
- (5) Keep silt bearing surface runoff from contaminating live streams.

D. Structures

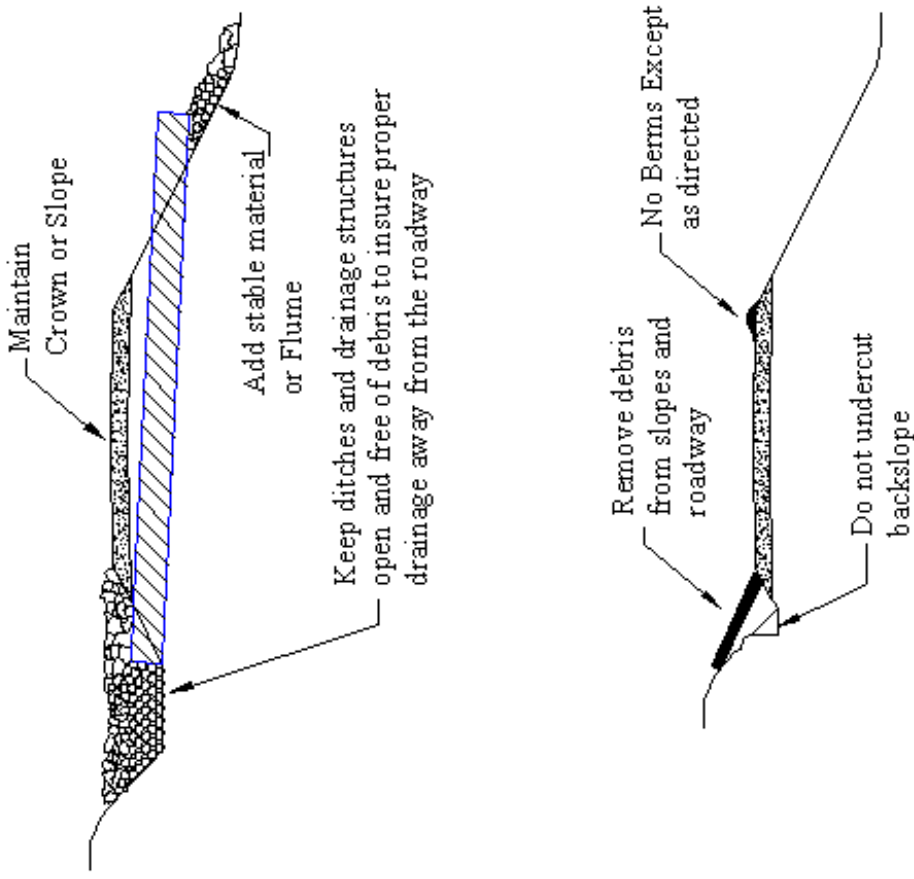
- (1) Repair bridges, culverts, cattle guards, fences and other road structures to conditions required by construction specifications.

E. Termination of Use, or End of Season

- (1) Do maintenance work to minimize damage from the elements such as blading to insure correct runoff, ditch and culvert clearing and water bars.

F. Debris

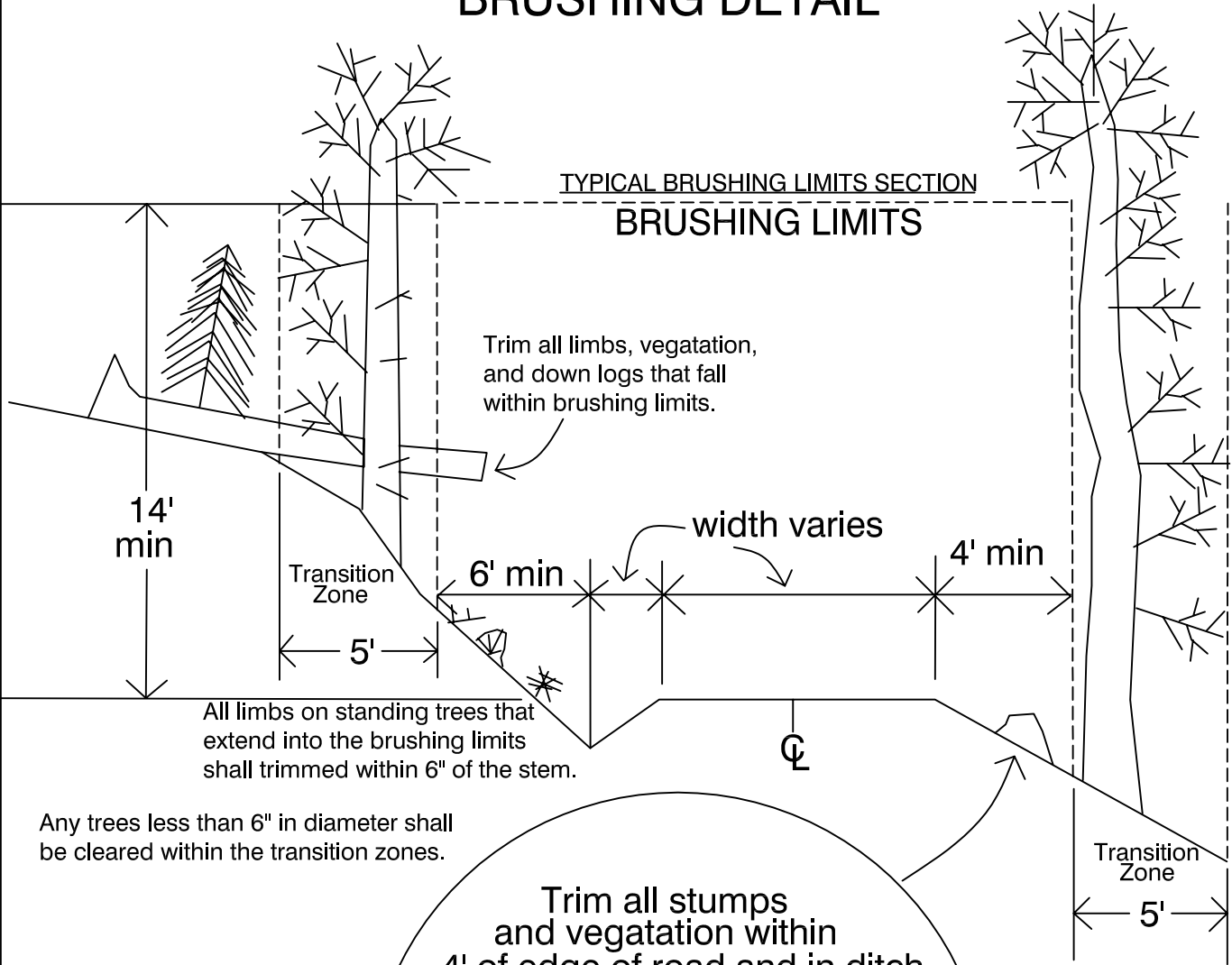
- (1) Remove fallen timber, limbs, stumps from slopes and roadway, ditchlines and culvert inlets.



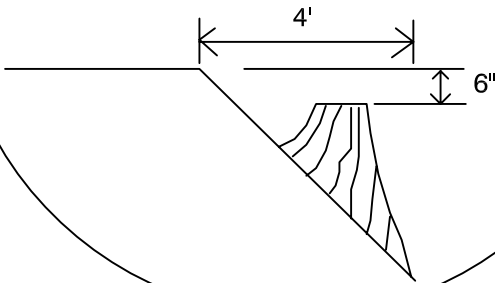
BRUSHING DETAIL

TYPICAL BRUSHING LIMITS SECTION

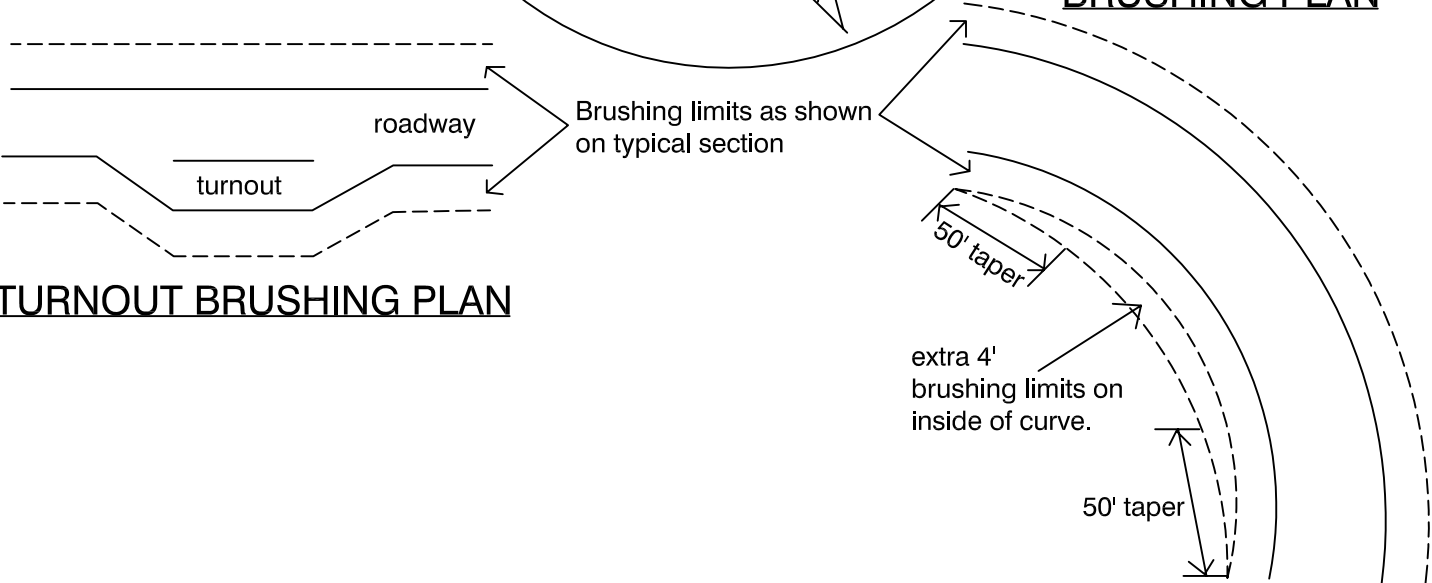
BRUSHING LIMITS



Trim all stumps and vegetation within 4' of edge of road and in ditch to at least 6" below the elevation of the edge of road.



CURVE BRUSHING PLAN



TURNOUT BRUSHING PLAN

1. All vegetation within the brushing limits shall be cut to within 8" of the ground, unless otherwise directed by the contract administrator.
2. All brush, trees, limbs, etc. shall be removed from the road surface and ditchline.
3. All debris that may roll or migrate into the ditchline shall be removed.

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Application No.: 30-077950

Name of Sale: CHATTAWOOD

Date: 10/10/2005

CULVERT & DRAINAGE LIST

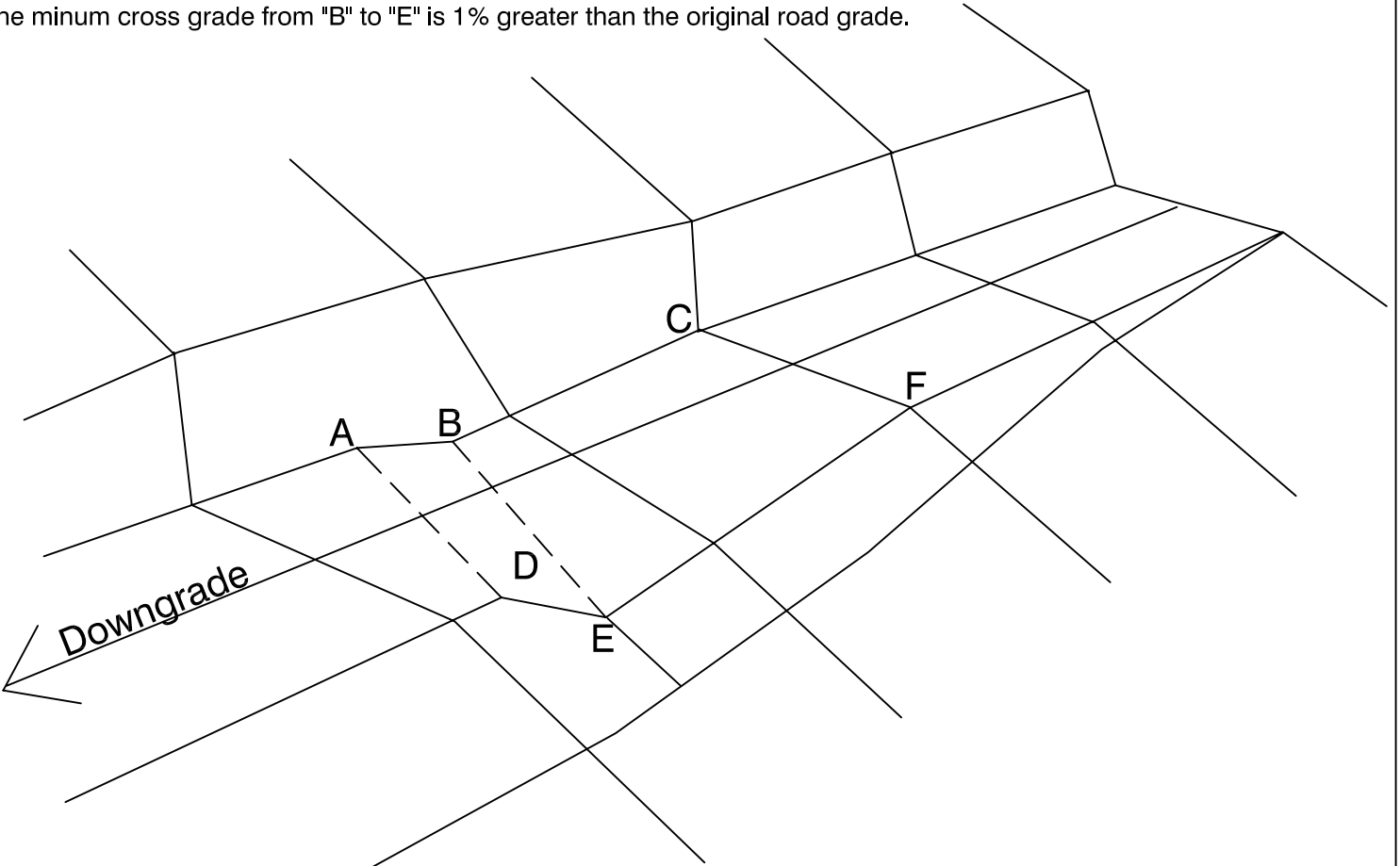
[illegible]

STRUCTURE NOTES

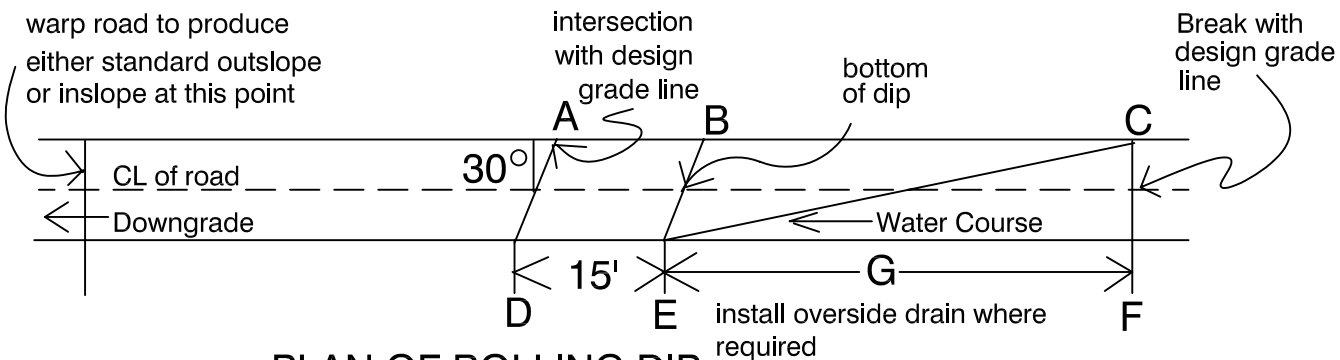
1. Install Headwall - See Detail D1
2. Install Catchbasin - See Detail D1
3. Armor Catchbasin - See Detail D1
4. Armor Ditch
5. Heavy Loose RipRap
6. Light Loose RipRap
7. Step Bevel Pipe Ends
8. Remove Existing Pipe
9. See Rolling Dip Detail D5
10. See Pipe Installation Detail D1
11. Install Energy dissipator - See Detail D1
12. Clean Existing Pipe - See Detail D1

Note: Plan of dip shown is for an outsloped rolling dip. Dips may be either insloped or outsloped. When insloped, dips shall discharge into a culvert, drop inlet, overside drain, or drainage ditch. When outsloped, they shall discharge into an overside drain or on to natural ground.

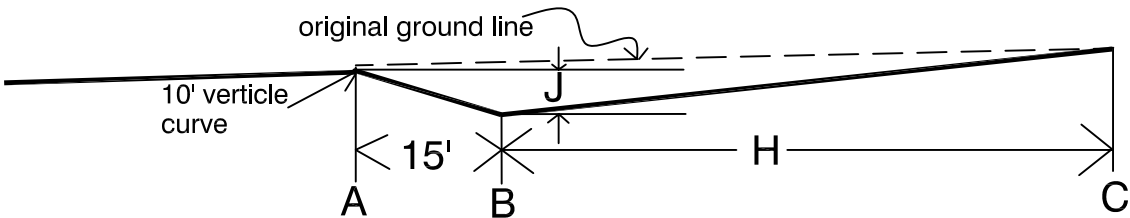
The minum cross grade from "B" to "E" is 1% greater than the original road grade.



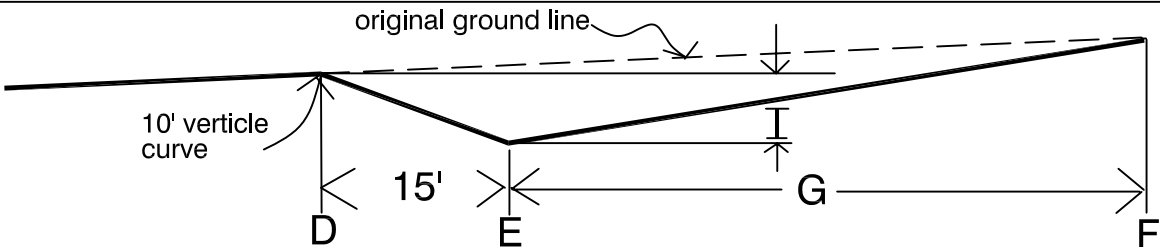
STANDARD 30° ROLLING DIP



PLAN OF ROLLING DIP



ROAD PROFILE ALONG A-B-C OF ROLLING DIP



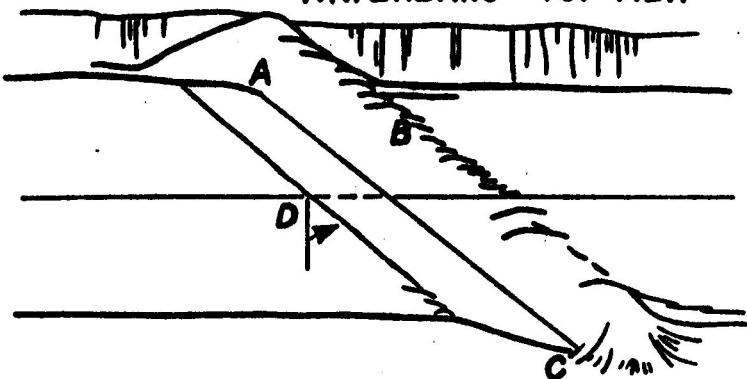
ROAD PROFILE ALONG D-E-F OF ROLLING DIP

TABLE OF ROLLING DIP DEMENSIONS

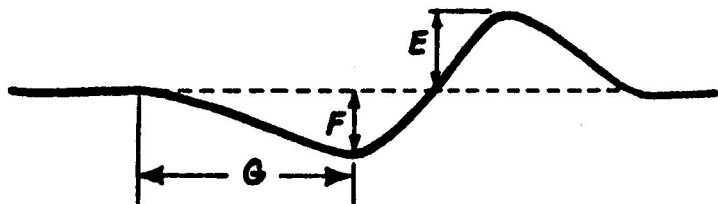
Width	12'	14'	16'	ALL		
Dimension	G			H	I	J
Road Grade						
6% and under	60	61	62	52	.8	0.3
8%	70	71	72	62	1.0	0.2
10%	80	81	82	72	1.1	0.1

WATERBAR DETAIL

WATERBARS - TOP VIEW

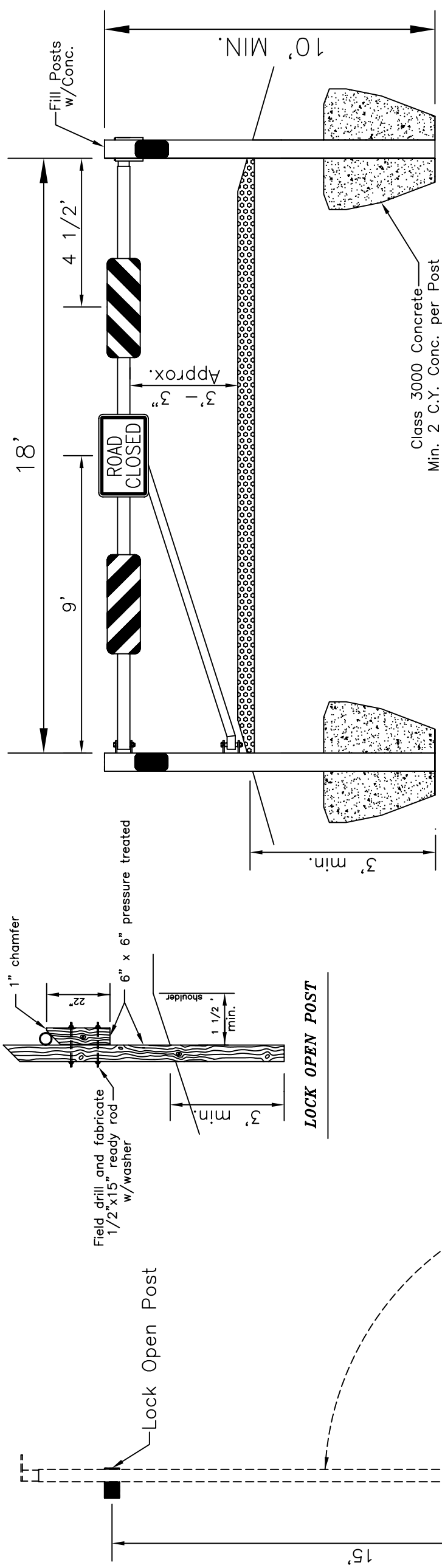


WATERBARS - CROSS-SECTION



1. WATERBAR CONSTRUCTION FOR FOREST OR RANCH ROADS WITH LITTLE OR NO TRAFFIC. SPECIFICATIONS ARE AVERAGE AND MAY BE ADJUSTED TO CONDITIONS.
2. A BANK TIE-IN POINT, CUT 6" TO 1 FOOT INTO THE ROADBED.
3. B CROSS DRAIN BERM HEIGHT 1 TO 2 FEET ABOVE THE ROADBED.
4. C DRAIN OUTLET CUT 8" TO 16" INTO ROADBED.
5. ANGLE DRAIN 30 TO 45 DEGREES DOWNGRADE WITH ROAD CENTERLINE, D
6. E UP TO 2 FEET IN HEIGHT.
7. F DEPTH TO 18 INCHES.
8. G 3 TO 4 FEET
9. REMEMBER ENERGY DISSIPATOR, WATERSPREADERS.

WATERBARS

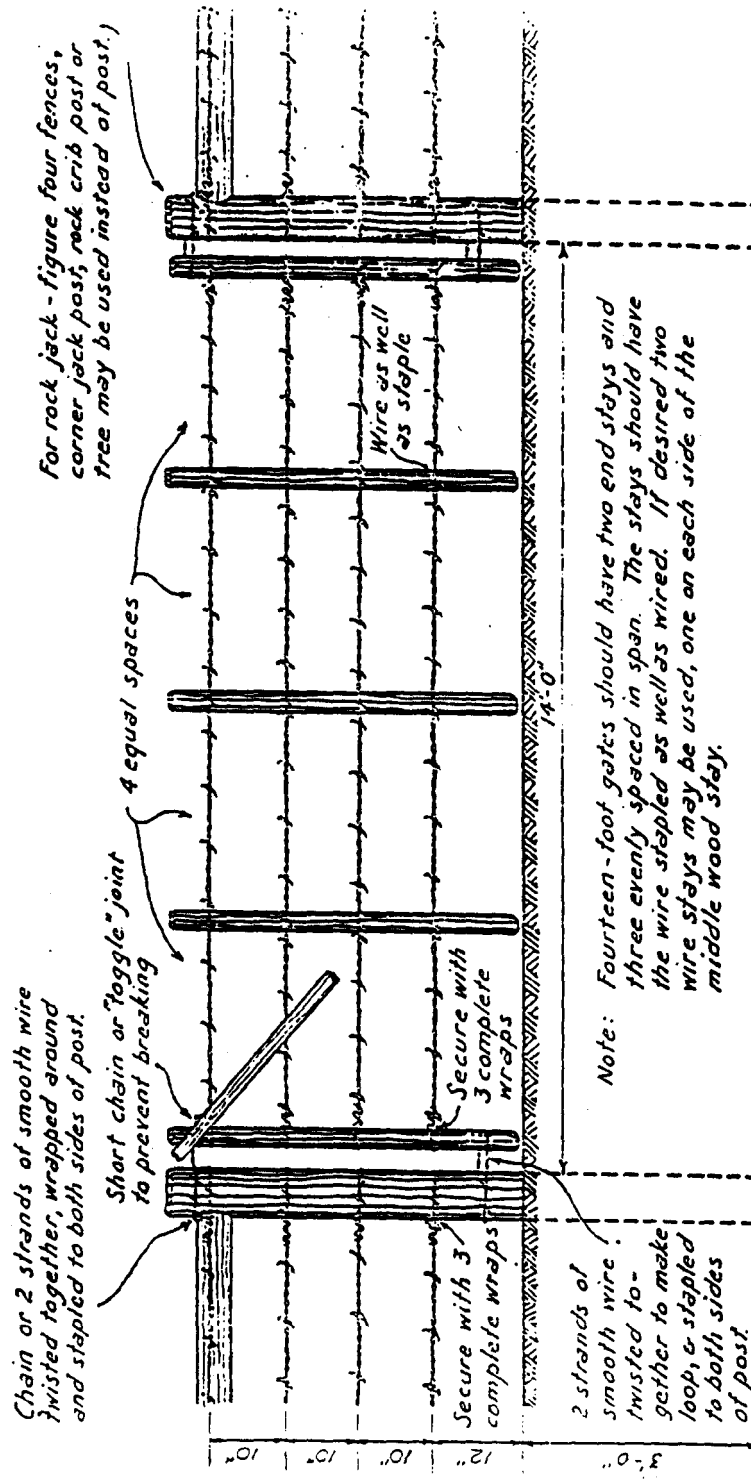


GENERAL NOTES

1. Signs shall be Carsonite Part No. RCSTKIT (Road Closure Kit) Kits shall be furnished by the DNR Signs will be install by the purchaser.
2. The lock assembly post shall be installed and adjusted for proper operation of the latch plate, with the cross beam level.
3. The lock open post block shall be field fit to the completed gate in the open position.
4. The lock open post and block are intended to be fabricated from a 10' piece
5. The gate shall be installed to open into the area closed. Concrete shall be cured for 3 days prior to supporting any load.
6. Paint all metal surfaces with a brown primer meeting AASHTO M299 The final coat shall be OSHA YELLOW
7. Peen end threads on all bolts after final assembly and adjustment.

VEHICLE GATE INSTALLATION DIAGRAM

NORTHEAST REGION COLVILLE, WASHINGTON		WASHINGTON STATE DEPARTMENT OF Natural Resources	
DESIGNED BY:	DANELL/MORGAN	05/09/1997	REVISED: 1 of 2
DRAWN BY:	DANELL/MORGAN	05/09/1997	

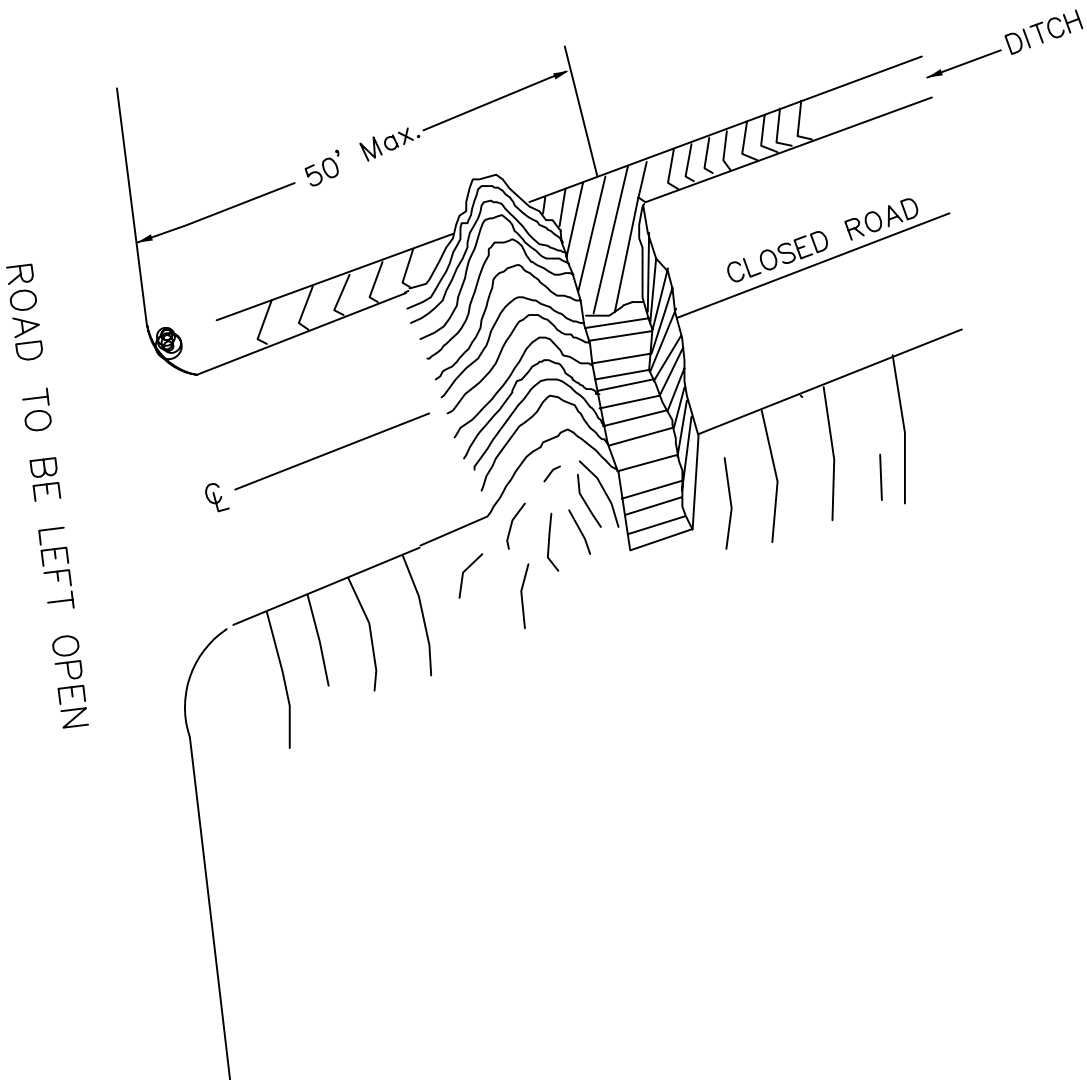


GATES
Barbed Wire

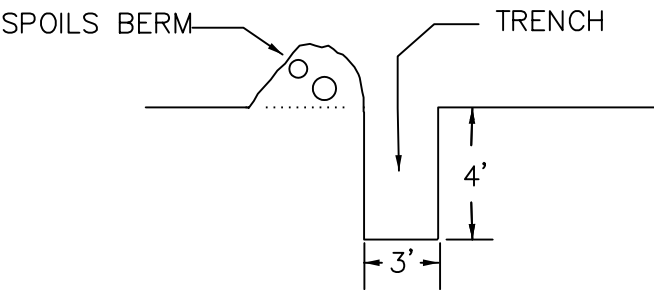
August 1966

FOUR WIRE GATE DETAIL

TANK TRAP DETAIL



CROSS SECTION AT CENTERLINE



Timber Sale Map

SALE NAME: Chattawood FI
AGREEMENT NO.: 30-077950
TRUST(S): School

REGION: NORTHEAST
COUNTY: Spokane

Township 28 North, Range 43 East, W. M.
(Map 1 of 2)

DRAFT 8



Scale: 1" = 1000'
Drawn By: S. M.
DATE: 01/11/2006

Note: Road details can
Be found in the
Road plan in
The timber sale
Contract.

Acres = Net Acres

Elevation = 1920' - 2040'

Ground Skidding

Existing Road

Prehaul Maintenance

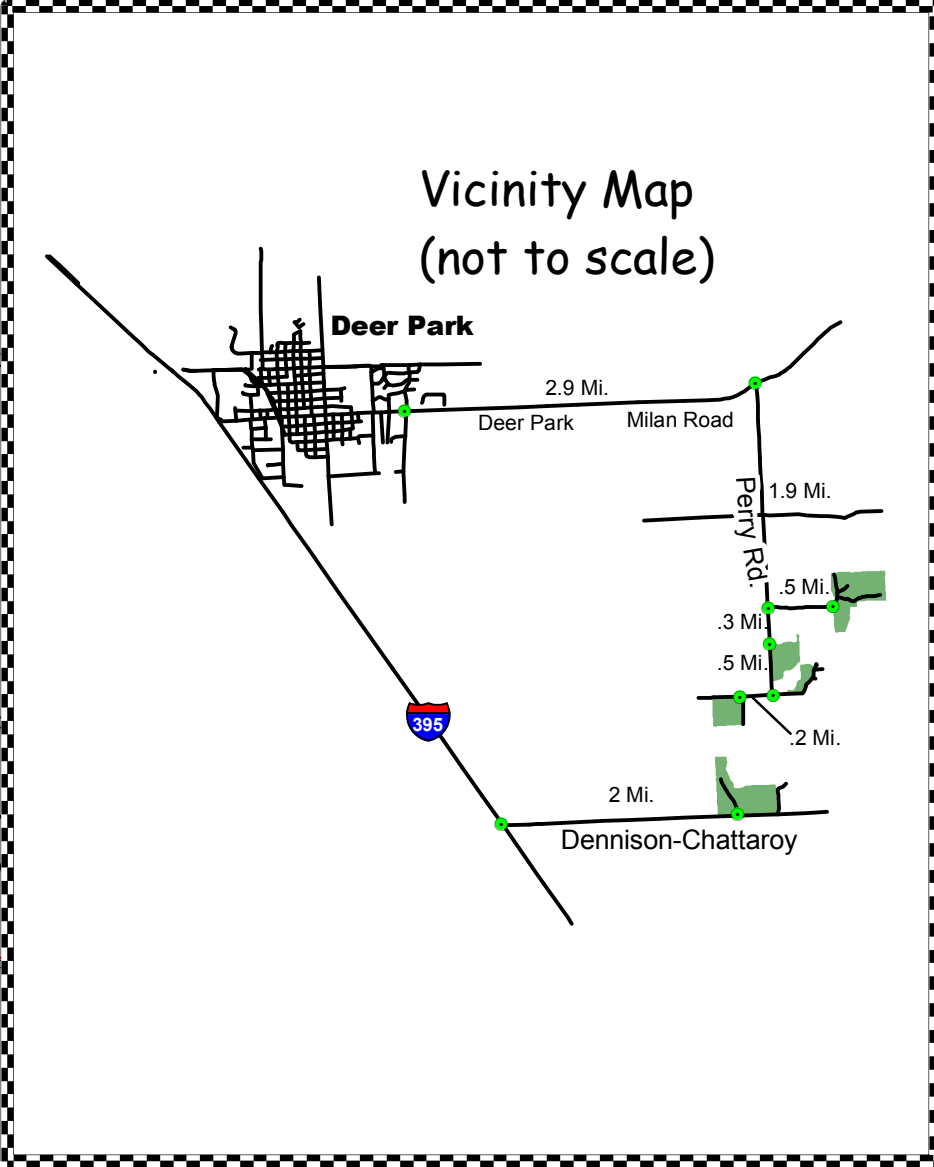
Required Reconstruction

timber Sale Boundary Tags

Lake/Pond

Stream

Section/Property Line



DRAFT

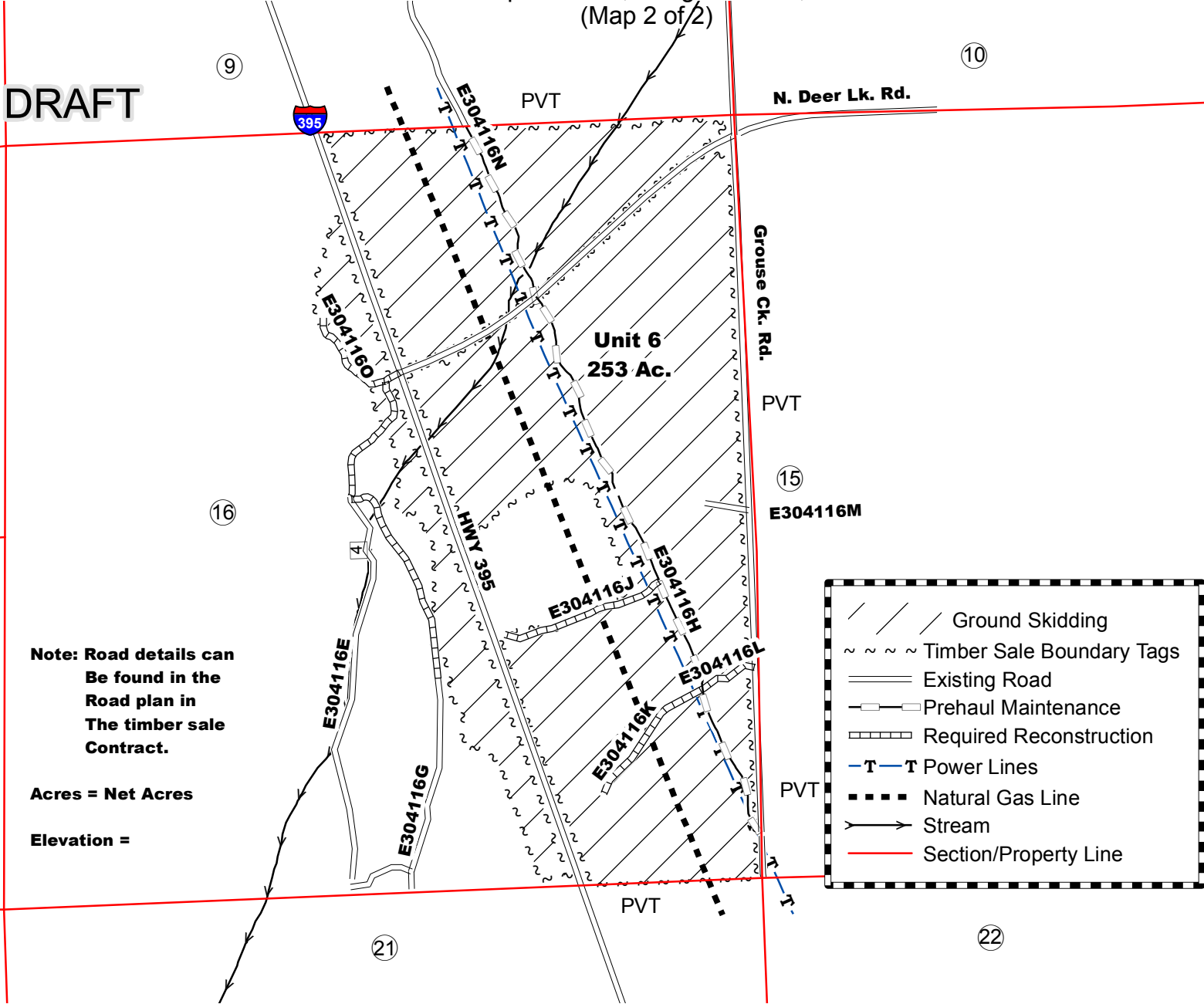
Timber Sale Map

SALE NAME: Chattawood FI
AGREEMENT NO.: 30-077950
TRUST(S): School

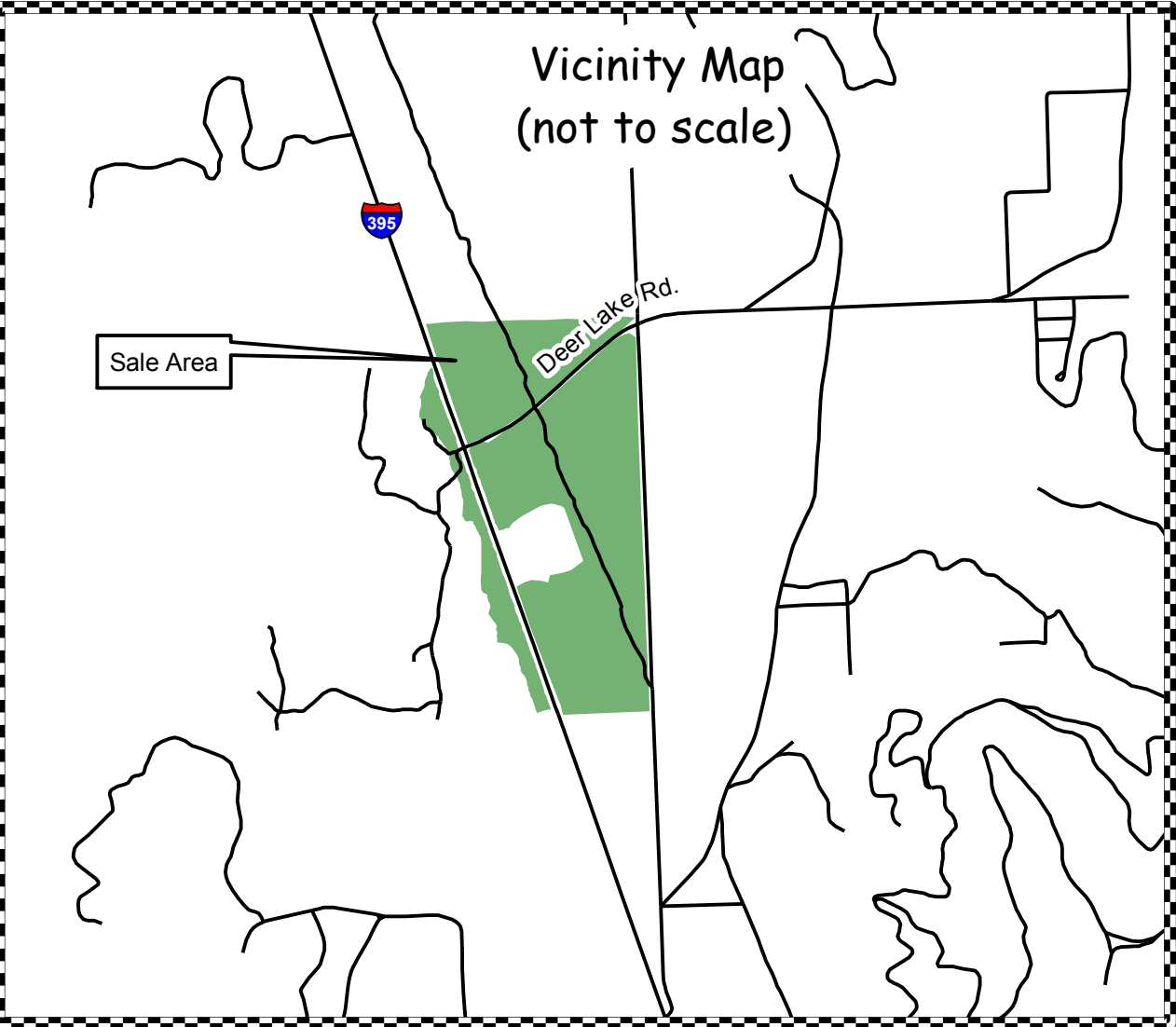
REGION: NORTHEAST
COUNTY: Stevens

Township 30 North, Range 41 East, W. M.
(Map 2 of 2)

DRAFT



Vicinity Map
(not to scale)



Scale: 1" = 1000'
Drawn By: S. M.
DATE: 01/10/2006

DRAFT